
State:	Pennsylvania	Filing Company:	New York Life Insurance Company
TOI/Sub-TOI:	LTC03I Individual Long Term Care/LTC03I.001 Qualified		
Product Name:	Long-Term Care		
Project Name/Number:	2019 Rate Increase/145NYL-30.02		

Filing at a Glance

Company:	New York Life Insurance Company
Product Name:	Long-Term Care
State:	Pennsylvania
TOI:	LTC03I Individual Long Term Care
Sub-TOI:	LTC03I.001 Qualified
Filing Type:	Rate - Other (Not M.U. or G.I. Product)
Date Submitted:	11/01/2019
SERFF Tr Num:	NWLT-131979666
SERFF Status:	Assigned
State Tr Num:	NWLT-131979666
State Status:	Received Review in Progress
Co Tr Num:	4.0
Implementation	On Approval
Date Requested:	
Author(s):	Jeanette Slabaugh, Sheryl Babcock, Tanisha Duwearatchi, Travis Reisch, John Hebig, Joe Neary
Reviewer(s):	Jim Laverty (primary)
Disposition Date:	
Disposition Status:	
Implementation Date:	

State Filing Description:

Proposed 24.7% increase on 1,253 PA policyholders of NY Life's LTC forms ILTC-4300 et al., INH-4300 et al.

State: Pennsylvania **Filing Company:** New York Life Insurance Company
TOI/Sub-TOI: LTC03I Individual Long Term Care/LTC03I.001 Qualified
Product Name: Long-Term Care
Project Name/Number: 2019 Rate Increase/145NYL-30.02

General Information

Project Name: 2019 Rate Increase	Status of Filing in Domicile: Pending
Project Number: 145NYL-30.02	Date Approved in Domicile:
Requested Filing Mode: Review & Approval	Domicile Status Comments: This filing was submitted in New York on October 14, 2019.
Explanation for Combination/Other:	Market Type: Individual
Submission Type: New Submission	Individual Market Type:
Overall Rate Impact: 24.7%	Filing Status Changed: 11/01/2019
	State Status Changed: 11/01/2019
Deemer Date:	Created By: Joseph Carlstrom
Submitted By: Jeanette Slabaugh	Corresponding Filing Tracking Number:
	State TOI: LTC03I Individual Long Term Care

Filing Description:

These policy forms represent individual policy forms providing comprehensive and nursing home only long-term care coverage. These policy forms were issued in Pennsylvania from October 1998 through June 2004 and are no longer being marketed in any jurisdiction.

New York Life is requesting the approval of an average premium rate increase of 24.7% on these policy forms. The premium rate increase currently being requested is necessary due to higher than expected policy persistency and higher projected claims.

The company is requesting an 80.0% rate increase for policyholders with an attained age under 69, a 45.0% rate increase for policyholders with an attained age of 69 to 73, and a 0.0% rate increase for policyholders with an attained age 74 or above as of January 1, 2020.

Policyholders who reach attained age 74 as of January 1, 2020 will not receive a rate increase on their current premium. However, for those policyholders who have an attained age of 74 or older as of January 1, 2020, the 45.0% premium rate increase will apply to any voluntary plan changes elected by the policyholder after the implementation date of the rate increase or any voluntary future purchase options elected by the policyholder. Policyholders who have not reached attained age 74 as of January 1, 2020 will receive the rate increase on any future benefit changes regardless of age.

Policyholders who had reached attained age 75 at the time of implementation of the rate increase approved in 2013 will not receive a rate increase on any premium including voluntary plan changes or voluntary future purchase options elected by the policyholder.

As noted in the actuarial memorandum, although our analysis indicates that a rate increase is necessary at all ages, we have decided to reduce the increase for any of our insureds who have attained age of 69 to 73 and forgo the increase for any of our insureds who have attained age 74 and above as of January 1, 2020. The company will be absorbing the cost of reducing the increase for those policyholders who have reached attained age 69 and the increases on those below attained age 69 have not been increased to subsidize insureds with attained ages 69 and higher.

New York Life has elected to take a unique approach to our current request for a premium rate increase by guaranteeing premium rates in the future where the full amount of our requested premium increase is approved. As such, the company will update each policyholder's policy, via an endorsement, to be non-cancellable rather than guaranteed renewable for those policy forms where our request is approved.

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Making rates non-cancellable is extremely valuable to the policyholder. It would help eliminate policyholders' concerns about receiving another rate increase in the future as policyholders would benefit from a guaranteed rate for the life of their contract. Guaranteed rates would help them make a more informed decision about their options once the premium increase is implemented.

In addition to guaranteeing premiums for all policyholders who receive a premium increase, policies subject to the attained age carve-out referenced above will also be non-cancellable for those policy forms where the full amount of the premium increase is approved. Policies will also be non-cancellable if the policyholder is on claim, or if the policyholder changes benefits.

If less than the fully requested amount is approved, each policyholder's contract will remain guaranteed renewable. In that case, the company will continue to monitor the business and reserves the right to request additional rate increases in the future.

As noted in the actuarial memorandum, one prior increase has been approved and implemented on these forms. On February 20, 2013, we filed for an average premium increase of 23.8%. On September 12, 2013, a 20.0% rate increase was approved and implemented on each contract's next billing anniversary beginning March 1, 2014 for policyholders with an attained age under 75 and a 0.0% rate increase for policyholders with an attained age of 75 or above.

New York Life will offer insureds affected by the premium increase the option of reducing their policy benefits to provide flexibility of choice for those insureds who wish to maintain a premium level reasonably similar to what they were paying prior to the rate increase. The company will also offer a contingent nonforfeiture benefit to policyholders who receive a rate increase and do not have the optional nonforfeiture benefit.

New York Life plans to file a "Non-Cancellable - Endorsement" for approval in the near future. This endorsement would be attached to all policies issued on these forms in the state upon implementation of the full rate increase.

Company and Contact

Filing Contact Information

Jeanette Slabaugh, Senior Associate - Compliance	jslabaugh@newyorklifeltc.com
11501 Burnet Rd., Bldg. 906	512-344-5823 [Phone]
Suite 600	770-406-4614 [FAX]
Austin, TX 78758	

Filing Company Information

New York Life Insurance Company	CoCode: 66915	State of Domicile: New York
11501 Burnet Rd.	Group Code: 826	Company Type: Long-Term
Building 906, Suite 600	Group Name:	Care
Austin, TX 78758	FEIN Number: 13-5582869	State ID Number:
(800) 723-5555 ext. [Phone]		

Filing Fees

Fee Required?	No
Retaliatory?	No

State: Pennsylvania**Filing Company:** New York Life Insurance Company**TOI/Sub-TOI:** LTC03I Individual Long Term Care/LTC03I.001 Qualified**Product Name:** Long-Term Care**Project Name/Number:** 2019 Rate Increase/145NYL-30.02

Fee Explanation:

State:	Pennsylvania	Filing Company:	New York Life Insurance Company
TOI/Sub-TOI:	LTC03I Individual Long Term Care/LTC03I.001 Qualified		
Product Name:	Long-Term Care		
Project Name/Number:	2019 Rate Increase/145NYL-30.02		

Rate Information

Rate data applies to filing.

Filing Method:	Review & Approval
Rate Change Type:	Increase
Overall Percentage of Last Rate Revision:	11.900%
Effective Date of Last Rate Revision:	03/01/2014
Filing Method of Last Filing:	Review & Approval
SERFF Tracking Number of Last Filing:	NWLT-128845658

Company Rate Information

Company Name:	Overall % Indicated Change:	Overall % Rate Impact:	Written Premium Change for this Program:	Number of Policy Holders Affected for this Program:	Written Premium for this Program:	Maximum % Change (where req'd):	Minimum % Change (where req'd):
New York Life Insurance Company	24.700%	24.700%	\$525,105	1,253	\$2,126,815	80.000%	0.000%

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Rate/Rule Schedule

Item No.	Schedule Item Status	Document Name	Affected Form Numbers (Separated with commas)	Rate Action	Rate Action Information	Attachments
1		Rate Tables	ILTC-4300 et al., INH-4300 et al.	Revised	Previous State Filing Number: NWLT-128845658 Percent Rate Change Request: 24.7	Rates_4.0_PA_AttAge_0-68_Current_20191101.pdf, Rates_4.0_PA_AttAge_0-68_Proposed_20191101.pdf, Rates_4.0_PA_AttAge_69-73_Current_20191101.pdf, Rates_4.0_PA_AttAge_69-73_Proposed_20191101.pdf,

NEW YORK LIFE INSURANCE COMPANY

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GROSS ANNUAL PREMIUM RATES FOR POLICY SERIES

ILTC-4300 and INH-4300 and Riders

Pennsylvania

Standard Underwriting Class Rates

Current Rates - Attained Ages <= 68

With No Inflation Benefit

90-Day Elimination Period

		Nursing Home Base Policy Rate Per \$10 Daily Benefit Amount (DBA)						
Issue Age		Policy Lifetime Maximum Benefit					Issue Age	
		2 x 365 x DBA	3 x 365 x DBA	4 x 365 x DBA	5 x 365 x DBA	Unlimited		
18-34		6.44	7.49	8.33	9.43	11.35	18-34	
35-39		7.63	8.93	9.95	11.20	13.44	35-39	
40-44		9.72	11.47	12.80	14.33	17.17	40-44	
45-49		13.37	15.90	17.78	19.78	23.64	45-49	
50		19.19	22.87	25.57	28.34	33.79	50	
51		21.38	25.51	28.55	31.60	37.66	51	
52		23.62	28.22	31.58	34.92	41.60	52	
53		25.46	30.50	34.16	37.72	44.94	53	
54		27.32	32.82	36.79	40.54	48.32	54	
55		29.22	35.21	39.49	43.45	51.80	55	
56		31.21	37.70	42.32	46.49	55.44	56	
57		33.31	40.36	45.32	49.72	59.28	57	
58		35.41	42.98	48.30	52.92	63.08	58	
59		37.73	45.89	51.58	56.47	67.28	59	
60		40.34	49.16	55.28	60.47	72.00	60	
61		43.34	52.91	59.50	65.03	77.38	61	
62		46.78	57.19	64.33	70.25	83.52	62	
63		50.89	62.30	70.09	76.50	90.86	63	
64		55.55	68.11	76.62	83.57	99.17	64	
65		60.80	74.64	83.98	91.51	108.50	65	
66		66.68	81.95	92.20	100.37	118.93	66	
67		73.21	90.06	101.35	110.20	130.49	67	
68		80.09	98.58	110.98	120.40	142.52	68	
69		87.77	108.12	121.75	131.81	156.00	69	
70		96.38	118.82	133.86	144.64	171.14	70	
71		106.06	130.86	147.48	159.10	188.22	71	
72		116.90	144.38	162.77	175.39	207.46	72	
73		129.84	160.55	181.07	195.06	230.76	73	
74		143.99	178.27	201.11	216.64	256.28	74	
75		159.30	197.44	222.79	239.99	283.85	75	
76		175.67	217.94	246.00	265.01	313.28	76	
77		193.03	239.72	267.69	284.77	344.42	77	
78		211.01	262.28	296.15	318.60	376.37	78	
79		229.91	286.00	322.96	347.82	409.84	79	
80		249.73	310.87	351.08	378.06	444.82	80	
81		270.47	336.91	380.53	409.70	481.31	81	
82		292.12	364.12	411.28	442.74	519.32	82	
83		314.69	392.48	443.34	477.18	558.85	83	
84		338.17	422.00	476.71	513.02	599.90	84	
85		362.58	452.70	511.39	550.27	642.47	85	
86*		387.91	484.55	547.38	588.91	686.56	86*	
87*		414.16	517.56	584.69	628.96	732.16	87*	
88*		441.32	551.74	623.30	670.40	779.28	88*	
89*		469.40	587.08	663.23	713.26	827.90	89*	
90*		498.40	623.57	704.46	757.50	878.06	90*	
91*		528.31	661.24	747.01	803.15	929.74	91*	
92*		559.15	700.06	790.87	850.20	982.92	92*	
93*		590.90	740.04	836.04	898.66	1,037.63	93*	
94*		623.58	781.19	882.52	948.50	1,093.85	94*	
95+*		657.17	823.50	930.31	999.76	1,151.58	95+*	

* To be used for purchases of offers for increased coverage only.

Modal Adjustment Factors	
Semi-Annual	0.51
Quarterly	0.26
Monthly	0.09
Check-O-Matic	0.09

Elimination Period Adjustment Factors	
20-Day Elimination	1.22
90-Day Elimination	1.00
180-Day Elimination	0.90

Underwriting Class Adjustment Factors	
Preferred	0.88
Standard	1.00
Special Risk Class 3	1.35
Special Risk Class 4	1.65

NEW YORK LIFE INSURANCE COMPANY

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GROSS ANNUAL PREMIUM RATES FOR POLICY SERIES

ILTC-4300 and INH-4300 and Riders

Pennsylvania

Standard Underwriting Class Rates

Current Rates - Attained Ages <= 68

With No Inflation Benefit

90-Day Elimination Period

		100% Home Health Care Additional Premium Rate Per \$10 Daily Benefit Amount (DBA)					
Issue Age	Policy Lifetime Maximum Benefit					Issue Age	
	2 x 365 x DBA	3 x 365 x DBA	4 x 365 x DBA	5 x 365 x DBA	Unlimited		
18-34	3.08	4.00	4.64	5.14	6.79	18-34	
35-39	3.96	5.11	5.93	6.53	8.52	35-39	
40-44	5.52	7.08	8.18	8.98	11.56	40-44	
45-49	8.10	10.36	11.92	13.02	16.55	45-49	
50	10.21	13.03	14.98	16.33	20.63	50	
51	11.05	14.09	16.18	17.64	22.22	51	
52	11.98	15.25	17.50	19.06	23.95	52	
53	13.02	16.57	18.98	20.66	25.88	53	
54	14.16	17.99	20.59	22.39	27.95	54	
55	15.37	19.50	22.31	24.23	30.13	55	
56	16.66	21.11	24.12	26.17	32.44	56	
57	18.01	22.80	26.03	28.22	34.85	57	
58	19.26	24.35	27.77	30.10	37.02	58	
59	20.60	26.03	29.66	32.11	39.38	59	
60	22.12	27.90	31.78	34.36	41.99	60	
61	23.81	30.01	34.14	36.89	44.92	61	
62	25.73	32.40	36.83	39.76	48.25	62	
63	28.03	35.27	40.06	43.20	52.26	63	
64	30.62	38.50	43.68	47.08	56.77	64	
65	33.52	42.10	47.72	51.41	61.82	65	
66	36.73	46.09	52.22	56.21	67.42	66	
67	40.26	50.50	57.17	61.50	73.61	67	
68	43.25	54.20	61.32	65.94	78.77	68	
69	46.80	58.63	66.30	71.24	84.98	69	
70	51.18	64.08	72.43	77.81	92.68	70	
71	56.59	70.85	80.05	85.98	102.28	71	
72	63.30	79.24	89.52	96.12	114.23	72	
73	73.22	91.68	103.58	111.23	132.19	73	
74	84.48	105.80	119.56	128.39	152.58	74	
75	96.86	121.37	137.16	147.29	175.00	75	
76	110.21	138.13	156.13	167.66	199.08	76	
77	124.30	155.87	173.71	184.80	224.45	77	
78	138.19	173.38	194.34	206.75	249.25	78	
79	152.66	191.62	214.97	228.69	274.97	79	
80	167.69	210.59	235.60	250.64	301.61	80	
81	183.29	230.29	256.22	272.58	329.16	81	
82	199.45	250.72	276.86	294.53	357.64	82	
83	216.18	271.87	297.48	316.47	387.02	83	
84	233.48	293.76	318.11	338.41	417.35	84	
85	251.34	316.37	338.75	360.36	448.57	85	
86*	269.77	339.71	384.23	412.07	480.72	86*	
87*	288.77	363.78	411.47	441.22	513.79	87*	
88*	308.33	388.58	439.54	471.24	547.78	88*	
89*	328.46	414.11	468.43	502.15	582.68	89*	
90*	349.15	440.36	498.14	533.94	618.52	90*	
91*	370.42	467.35	528.70	566.60	655.25	91*	
92*	392.24	495.06	560.06	600.14	692.92	92*	
93*	414.64	523.50	592.26	634.56	731.50	93*	
94*	437.60	552.67	625.28	669.86	771.00	94*	
95+*	461.12	582.58	659.12	706.03	811.42	95+*	

* To be used for purchases of offers for increased coverage only.

Modal Adjustment Factors	
Semi-Annual	0.51
Quarterly	0.26
Monthly	0.09
Check-O-Matic	0.09

Elimination Period Adjustment Factors	
20-Day Elimination	1.22
90-Day Elimination	1.00
180-Day Elimination	0.90

Underwriting Class Adjustment Factors	
Preferred	0.88
Standard	1.00
Special Risk Class 3	1.35
Special Risk Class 4	1.65

NEW YORK LIFE INSURANCE COMPANY

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GROSS ANNUAL PREMIUM RATES FOR POLICY SERIES

ILTC-4300 and INH-4300 and Riders

Pennsylvania

Standard Underwriting Class Rates

Current Rates - Attained Ages <= 68

With Compound 5% Benefit Inflation Included

90-Day Elimination Period

		Nursing Home Base Policy Rate Per \$10 Daily Benefit Amount (DBA)						
Issue Age		Policy Lifetime Maximum Benefit					Issue Age	
		2 x 365 x DBA	3 x 365 x DBA	4 x 365 x DBA	5 x 365 x DBA	Unlimited		
18-34		19.40	23.78	27.08	29.65	37.32	18-34	
35-39		24.46	30.08	34.26	37.48	46.96	35-39	
40-44		31.31	38.63	44.02	48.08	59.98	40-44	
45-49		40.97	50.72	57.80	63.08	78.32	45-49	
50		50.83	63.01	71.80	78.30	96.95	50	
51		54.55	67.66	77.10	84.06	103.99	51	
52		58.42	72.50	82.62	90.07	111.32	52	
53		62.29	77.38	88.20	96.14	118.74	53	
54		66.25	82.39	93.92	102.37	126.35	54	
55		70.31	87.50	99.77	108.74	134.10	55	
56		74.42	92.71	105.72	115.21	141.96	56	
57		78.59	97.99	111.76	121.76	149.90	57	
58		82.14	102.50	116.90	127.32	156.59	58	
59		85.88	107.26	122.32	133.16	163.61	59	
60		89.96	112.44	128.22	139.54	171.24	60	
61		94.54	118.22	134.82	146.65	179.76	61	
62		99.73	124.81	142.32	154.75	189.48	62	
63		106.39	133.22	151.90	165.12	201.94	63	
64		113.81	142.58	162.58	176.69	215.84	64	
65		121.97	152.89	174.31	189.42	231.16	65	
66		130.85	164.10	187.10	203.29	247.84	66	
67		140.44	176.21	200.92	218.27	265.87	67	
68		149.90	188.17	214.56	233.09	283.75	68	
69		160.24	201.23	229.48	249.26	303.28	69	
70		171.60	215.60	245.90	267.10	324.77	70	
71		184.18	231.55	264.12	286.87	348.59	71	
72		198.14	249.28	284.39	308.86	375.06	72	
73		215.34	271.15	309.46	336.07	408.01	73	
74		233.86	294.76	336.47	365.40	443.40	74	
75		253.49	319.76	365.10	396.43	480.70	75	
76		273.97	345.88	394.97	428.76	519.36	76	
77		295.08	372.80	424.18	451.26	558.85	77	
78		315.64	399.02	455.59	494.15	596.47	78	
79		336.59	425.74	486.00	526.81	634.38	79	
80		357.94	452.95	516.94	559.98	672.58	80	
81		379.67	480.68	548.41	593.65	711.06	81	
82		401.80	508.91	580.42	627.84	749.83	82	
83		424.31	537.64	612.96	662.53	788.89	83	
84		447.22	566.87	646.03	697.73	828.24	84	
85		470.52	596.60	679.64	733.44	867.88	85	

Modal Adjustment Factors	
Semi-Annual	0.51
Quarterly	0.26
Monthly	0.09
Check-O-Matic	0.09

Elimination Period Adjustment Factors	
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90-Day Elimination Period

Issue Age		100% Home Health Care Additional Premium Rate Per \$10 Daily Benefit Amount (DBA)					Issue Age	
		Policy Lifetime Maximum Benefit						
		2 x 365 x DBA	3 x 365 x DBA	4 x 365 x DBA	5 x 365 x DBA	Unlimited		
18-34		11.39	14.72	17.15	18.91	25.24	18-34	
35-39		14.69	18.94	22.00	24.22	31.94	35-39	
40-44		19.18	24.66	28.58	31.38	40.93	40-44	
45-49		25.39	32.58	37.66	41.26	53.20	45-49	
50		30.05	38.53	44.48	48.67	62.42	50	
51		31.81	40.78	47.05	51.46	65.88	51	
52		33.70	43.16	49.79	54.43	69.53	52	
53		35.83	45.86	52.87	57.78	73.60	53	
54		38.06	48.71	56.11	61.28	77.83	54	
55		40.39	51.65	59.47	64.92	82.20	55	
56		42.79	54.68	62.92	68.64	86.66	56	
57		45.23	57.76	66.42	72.42	91.16	57	
58		47.29	60.36	69.37	75.60	94.91	58	
59		49.46	63.08	72.47	78.92	98.80	59	
60		51.82	66.04	75.82	82.52	103.01	60	
61		54.41	69.31	79.52	86.51	107.68	61	
62		57.34	73.00	83.70	91.01	112.97	62	
63		61.00	77.62	88.94	96.65	119.65	63	
64		65.06	82.74	94.76	102.92	127.10	64	
65		69.52	88.37	101.17	109.82	135.30	65	
66		74.38	94.50	108.13	117.34	144.25	66	
67		79.61	101.12	115.67	125.46	153.95	67	
68		83.99	106.64	121.92	132.19	161.93	68	
69		89.05	113.03	129.19	140.03	171.25	69	
70		95.10	120.70	137.92	149.46	182.52	70	
71		102.46	130.03	148.56	160.96	196.34	71	
72		111.41	141.42	161.57	175.04	213.31	72	
73		124.76	158.45	181.08	196.21	239.18	73	
74		139.70	177.53	202.94	219.94	268.14	74	
75		155.92	198.24	226.70	245.71	299.50	75	
76		173.09	220.20	251.87	273.01	332.57	76	
77		190.90	242.99	276.66	294.31	366.67	77	
78		207.76	264.59	302.72	328.08	398.42	78	
79		224.94	286.62	327.95	355.36	430.52	79	
80		242.45	309.07	353.65	383.12	462.98	80	
81		260.28	331.96	379.84	411.40	495.80	81	
82		278.44	355.27	406.50	440.17	528.98	82	
83		296.92	379.02	433.66	469.45	562.52	83	
84		315.71	403.19	461.29	499.24	596.41	84	
85		334.82	427.79	489.41	529.52	529.52	85	

Modal Adjustment Factors	
Semi-Annual	0.51
Quarterly	0.26
Monthly	0.09
Check-O-Matic	0.09

Elimination Period Adjustment Factors	
20-Day Elimination	1.22
90-Day Elimination	1.00
180-Day Elimination	0.90

Underwriting Class Adjustment Factors	
Preferred	0.88
Standard	1.00
Special Risk Class 3	1.35
Special Risk Class 4	1.65

NEW YORK LIFE INSURANCE COMPANY

11501 Burnet Rd, Bldg 906, Suite 600, Ausin, TX 78758

GROSS ANNUAL PREMIUM RATES FOR POLICY SERIES

ILTC-4300 and INH-4300 and Riders

Pennsylvania

Standard Underwriting Class Rates

Current Rates - Attained Ages <= 68

With Simple 5% Benefit Inflation Included

90-Day Elimination Period

		Nursing Home Base Policy Rate Per \$10 Daily Benefit Amount (DBA)						
Issue Age		Policy Lifetime Maximum Benefit					Issue Age	
		2 x 365 x DBA	3 x 365 x DBA	4 x 365 x DBA	5 x 365 x DBA	Unlimited		
18-34		12.04	14.59	16.53	18.23	23.15	18-34	
35-39		15.03	18.23	20.75	22.85	28.79	35-39	
40-44		19.67	24.07	27.45	30.13	37.82	40-44	
45-49		27.12	33.30	37.98	41.63	51.94	45-49	
50		35.64	43.82	49.92	54.64	68.04	50	
51		38.88	47.91	54.55	59.70	74.26	51	
52		42.27	52.12	59.43	64.97	80.70	52	
53		45.61	56.35	64.21	70.22	87.24	53	
54		49.12	60.72	69.24	75.69	93.97	54	
55		52.67	65.26	74.39	81.35	100.90	55	
56		56.36	69.90	79.77	87.19	107.99	56	
57		60.11	74.76	85.27	93.17	115.33	57	
58		63.56	79.03	90.20	98.47	121.78	58	
59		67.13	83.64	95.43	104.17	128.58	59	
60		71.14	88.71	101.23	110.37	136.15	60	
61		75.64	94.36	107.75	117.43	144.58	61	
62		80.73	100.89	115.13	125.45	154.22	62	
63		87.14	109.00	124.34	135.40	166.26	63	
64		94.25	117.96	134.62	146.57	179.77	64	
65		102.15	127.94	146.03	158.96	194.65	65	
66		110.78	138.85	158.45	172.42	210.98	66	
67		120.11	150.66	171.95	187.10	228.64	67	
68		129.54	162.53	185.48	201.80	246.42	68	
69		139.77	175.57	200.35	217.96	266.00	69	
70		151.18	189.92	216.76	235.84	287.59	70	
71		163.71	205.86	235.08	255.65	311.52	71	
72		177.75	223.63	255.37	277.69	338.16	72	
73		194.69	245.25	280.12	304.61	370.81	73	
74		213.09	268.67	307.01	333.69	406.03	74	
75		232.70	293.69	335.59	364.74	443.40	75	
76		253.27	319.89	365.65	392.81	482.43	76	
77		274.68	347.22	387.89	412.62	522.72	77	
78		295.96	374.43	427.90	461.65	562.12	78	
79		317.91	402.40	459.81	499.07	602.39	79	
80		340.53	431.17	492.68	534.46	643.42	80	
81		363.77	460.81	526.38	570.80	685.31	81	
82		387.62	491.27	561.08	608.09	728.02	82	
83		412.14	522.48	596.64	646.33	771.55	83	
84		437.27	554.55	633.11	685.47	815.95	84	
85		463.08	587.45	670.44	725.57	861.17	85	

Modal Adjustment Factors	
Semi-Annual	0.51
Quarterly	0.26
Monthly	0.09
Check-O-Matic	0.09

Elimination Period Adjustment Factors	
20-Day Elimination	1.22
90-Day Elimination	1.00
180-Day Elimination	0.90

Underwriting Class Adjustment Factors	
Preferred	0.88
Standard	1.00
Special Risk Class 3	1.35
Special Risk Class 4	1.65

NEW YORK LIFE INSURANCE COMPANY

11501 Burnet Rd, Bldg 906, Suite 600, Ausin, TX 78758

GROSS ANNUAL PREMIUM RATES FOR POLICY SERIES

ILTC-4300 and INH-4300 and Riders

Pennsylvania

Standard Underwriting Class Rates

Current Rates - Attained Ages <= 68

With Simple 5% Benefit Inflation Included

90-Day Elimination Period

		100% Home Health Care Additional Premium Rate Per \$10 Daily Benefit Amount (DBA)						
Issue Age		Policy Lifetime Maximum Benefit						Issue Age
		2 x 365 x DBA	3 x 365 x DBA	4 x 365 x DBA	5 x 365 x DBA	Unlimited		
18-34		6.38	8.30	9.74	10.84	14.89		18-34
35-39		8.46	11.01	12.83	14.23	19.27		35-39
40-44		11.72	15.13	17.58	19.48	25.96		40-44
45-49		16.60	21.41	24.87	27.37	36.00		45-49
50		20.46	26.33	30.58	33.63	43.93		50
51		21.95	28.29	32.78	35.99	46.92		51
52		23.58	30.35	35.15	38.61	50.15		52
53		25.42	32.72	37.83	41.56	53.78		53
54		27.36	35.19	40.69	44.64	57.55		54
55		29.47	37.80	43.71	47.88	61.53		55
56		31.61	40.56	46.87	51.27	65.54		56
57		33.86	43.40	50.08	54.72	69.75		57
58		35.86	45.95	52.97	57.90	73.42		58
59		38.00	48.58	56.01	61.16	77.28		59
60		40.32	51.55	59.33	64.71	81.54		60
61		42.91	54.81	62.99	68.69	86.27		61
62		45.83	58.45	67.18	73.16	91.55		62
63		49.33	62.92	72.26	78.65	98.06		63
64		53.22	67.90	77.88	84.78	105.32		64
65		57.57	73.35	84.07	91.41	113.32		65
66		62.28	79.29	90.87	98.76	122.02		66
67		67.36	85.80	98.27	106.75	131.56		67
68		71.75	91.30	104.47	113.39	139.57		68
69		76.80	97.63	111.80	121.29	148.93		69
70		82.88	105.28	120.48	130.71	160.23		70
71		90.19	114.65	131.15	142.28	174.18		71
72		99.20	126.04	144.17	156.37	191.13		72
73		112.42	142.93	163.53	177.33	216.84		73
74		127.18	161.85	185.21	200.89	245.63		74
75		143.31	182.47	208.81	226.49	276.90		75
76		160.41	204.33	233.73	250.16	309.98		76
77		178.25	227.17	253.81	270.00	344.15		77
78		195.29	248.98	283.44	302.10	376.35		78
79		212.71	271.37	309.07	333.04	409.07		79
80		230.59	294.24	334.50	360.39	442.31		80
81		248.89	317.69	359.67	387.43	476.11		81
82		267.50	341.67	384.61	414.28	510.39		82
83		286.63	366.17	409.38	440.87	545.22		83
84		306.08	391.26	433.91	467.21	580.60		84
85		325.99	416.87	458.25	493.36	616.47		85

Modal Adjustment Factors	
Semi-Annual	0.51
Quarterly	0.26
Monthly	0.09
Check-O-Matic	0.09

Elimination Period Adjustment Factors	
20-Day Elimination	1.22
90-Day Elimination	1.00
180-Day Elimination	0.90

Underwriting Class Adjustment Factors	
Preferred	0.88
Standard	1.00
Special Risk Class 3	1.35
Special Risk Class 4	1.65

NEW YORK LIFE INSURANCE COMPANY

11501 Burnet Rd, Bldg 906, Suite 600, Ausin, TX 78758

GROSS ANNUAL PREMIUM RATES FOR POLICY SERIES

ILTC-4300 and INH-4300 and Riders

Pennsylvania

Standard Underwriting Class Rates

Current Rates - Attained Ages <= 68

With Simple 6% Benefit Inflation Included

90-Day Elimination Period

Issue Age		Nursing Home Base Policy Rate Per \$10 Daily Benefit Amount (DBA)					Issue Age	
		Policy Lifetime Maximum Benefit						
		2 x 365 x DBA	3 x 365 x DBA	4 x 365 x DBA	5 x 365 x DBA	Unlimited		
18-34	13.16	16.01	18.17	19.99	25.51	18-34		
35-39	16.51	20.09	22.91	25.18	31.86	35-39		
40-44	21.66	26.59	30.38	33.29	41.95	40-44		
45-49	29.87	36.78	42.02	46.00	57.60	45-49		
50	38.93	48.01	54.79	59.90	74.89	50		
51	42.38	52.39	59.75	65.32	81.58	51		
52	46.00	56.90	65.00	70.98	88.52	52		
53	49.64	61.52	70.22	76.72	95.70	53		
54	53.48	66.30	75.73	82.72	103.10	54		
55	57.36	71.27	81.37	88.93	110.72	55		
56	61.39	76.34	87.26	95.33	118.50	56		
57	65.47	81.64	93.26	101.86	126.54	57		
58	69.19	86.24	98.58	107.58	133.52	58		
59	73.01	91.19	104.20	113.71	140.84	59		
60	77.30	96.62	110.42	120.35	148.98	60		
61	82.10	102.65	117.40	127.91	158.02	61		
62	87.52	109.63	125.29	136.49	168.36	62		
63	94.39	118.34	135.19	147.18	181.34	63		
64	101.99	127.93	146.22	159.17	195.89	64		
65	110.42	138.60	158.44	172.45	211.88	65		
66	119.60	150.23	171.70	186.83	229.39	66		
67	129.49	162.78	186.07	202.48	248.27	67		
68	139.43	175.32	200.38	218.08	267.20	68		
69	150.17	189.06	216.07	235.19	288.00	69		
70	162.14	204.14	233.34	254.08	310.88	70		
71	175.24	220.86	252.60	274.96	336.18	71		
72	189.92	239.48	273.89	298.15	364.30	72		
73	207.66	262.19	299.93	326.52	398.82	73		
74	226.91	286.75	328.19	357.10	435.98	74		
75	247.38	312.94	358.15	389.69	475.31	75		
76	268.79	340.28	389.58	418.37	516.26	76		
77	291.01	368.72	411.93	438.19	558.38	77		
78	312.95	396.86	454.25	490.26	599.27	78		
79	335.51	425.68	487.18	529.32	640.90	79		
80	358.69	455.23	521.00	565.74	683.14	80		
81	382.43	485.59	555.55	603.02	726.11	81		
82	406.72	516.70	591.04	641.16	769.76	82		
83	431.63	548.48	627.30	680.16	814.09	83		
84	457.09	581.06	664.39	719.96	859.16	84		
85	483.18	614.40	702.25	760.63	904.91	85		

Modal Adjustment Factors	
Semi-Annual	0.51
Quarterly	0.26
Monthly	0.09
Check-O-Matic	0.09

Elimination Period Adjustment Factors	
20-Day Elimination	1.22
90-Day Elimination	1.00
180-Day Elimination	0.90

Underwriting Class Adjustment Factors	
Preferred	0.88
Standard	1.00
Special Risk Class 3	1.35
Special Risk Class 4	1.65

NEW YORK LIFE INSURANCE COMPANY

11501 Burnet Rd, Bldg 906, Suite 600, Ausin, TX 78758

GROSS ANNUAL PREMIUM RATES FOR POLICY SERIES

ILTC-4300 and INH-4300 and Riders

Pennsylvania

Standard Underwriting Class Rates

Current Rates - Attained Ages <= 68

With Simple 6% Benefit Inflation Included

90-Day Elimination Period

		100% Home Health Care Additional Premium Rate Per \$10 Daily Benefit Amount (DBA)						
Issue Age		Policy Lifetime Maximum Benefit						Issue Age
		2 x 365 x DBA	3 x 365 x DBA	4 x 365 x DBA	5 x 365 x DBA	Unlimited		
18-34		7.04	9.16	10.76	11.98	16.51		18-34
35-39		9.36	12.19	14.21	15.77	21.42		35-39
40-44		12.96	16.74	19.46	21.58	28.84		40-44
45-49		18.30	23.62	27.46	30.24	39.89		45-49
50		22.51	28.99	33.70	37.09	48.59		50
51		24.13	31.13	36.10	39.66	51.86		51
52		25.90	33.37	38.68	42.52	55.39		52
53		27.90	35.95	41.60	45.74	59.36		53
54		30.00	38.63	44.71	49.09	63.47		54
55		32.29	41.46	47.99	52.61	67.81		55
56		34.60	44.45	51.42	56.29	72.16		56
57		37.03	47.52	54.89	60.02	76.73		57
58		39.18	50.27	58.01	63.46	80.70		58
59		41.48	53.09	61.28	66.97	84.86		59
60		43.96	56.28	64.84	70.78	89.45		60
61		46.73	59.77	68.76	75.05	94.54		61
62		49.85	63.66	73.25	79.84	100.21		62
63		53.59	68.45	78.70	85.74	107.22		63
64		57.74	73.78	84.72	92.32	115.03		64
65		62.38	79.60	91.34	99.41	123.62		65
66		67.39	85.93	98.60	107.27	132.94		66
67		72.78	92.86	106.49	115.80	143.15		67
68		77.45	98.72	113.10	122.88	151.73		68
69		82.80	105.43	120.90	131.30	161.72		69
70		89.22	113.52	130.09	141.29	173.74		70
71		96.91	123.41	141.37	153.54	188.56		71
72		106.38	135.40	155.10	168.42	206.51		72
73		120.26	153.18	175.52	190.55	233.77		73
74		135.72	173.06	198.34	215.39	264.24		74
75		152.60	194.69	223.14	242.33	297.28		75
76		170.45	217.57	249.25	266.66	332.16		76
77		189.04	241.43	269.83	287.04	368.09		77
78		206.71	264.10	301.26	321.17	401.77		78
79		224.72	287.32	327.89	353.91	435.89		79
80		243.17	310.97	354.28	382.34	470.45		80
81		262.01	335.17	380.36	410.40	505.50		81
82		281.11	359.86	406.16	438.23	540.94		82
83		300.72	385.03	431.76	465.75	576.86		83
84		320.60	410.76	457.07	492.97	613.25		84
85		340.92	436.97	482.15	519.96	650.05		85

Modal Adjustment Factors	
Semi-Annual	0.51
Quarterly	0.26
Monthly	0.09
Check-O-Matic	0.09

Elimination Period Adjustment Factors	
20-Day Elimination	1.22
90-Day Elimination	1.00
180-Day Elimination	0.90

Underwriting Class Adjustment Factors	
Preferred	0.88
Standard	1.00
Special Risk Class 3	1.35
Special Risk Class 4	1.65

NEW YORK LIFE INSURANCE COMPANY
11501 Burnet Rd, Bldg 906, Suite 600, Ausin, TX 78758
GROSS ANNUAL PREMIUM RATES FOR POLICY SERIES
ILTC-4300 and INH-4300 and Riders
Pennsylvania
Current Rates - Attained Ages <= 68

Rates for Nonforfeiture Rider, and Elimination Period /
Waiver of Premium Enhancement Rider;
and Spouse/Sibling and Multi-Life Discounts

Nonforfeiture Rider

The Premium for the Nonforfeiture Rider is an additional 30% of the Total Premium for the Base Policy including Home Health Care and any attached Inflation Protection Riders.

Elimination Period / Waiver of Premium Enhancement Rider

The Premium for the Elimination Period / Waiver of Premium Enhancement Rider is an additional 3% of the Total Premium for the Base Policy including Home Health Care and any attached Inflation Protection and Nonforfeiture Riders.

Spouse/Sibling Discount

If both spouses or two or more siblings are covered, they all receive a 10% Spouse/Sibling Discount on their Total Premium. However, the Spouse/Sibling Discount is reduced to 7.5% if the policy is also receiving a Multi-Life Discount.

Multi-Life Discount Program

Multi-Life cases that are eligible for a discount on their Total Premium, based on the Estimated Number of Covered Lives, as shown in the table to the right.

Multi-Life Discount Premium Discount%	
Estimated Number of Covered Lives	Discount ¹ No Spouse
15-25	5%
26-100	7%
101+	10%

¹ The Spouse Discount over published rates is reduced from 10% to 7.5% for all multi-life programs.

NEW YORK LIFE INSURANCE COMPANY

11501 Burnet Rd, Bldg 906, Suite 600, Ausin, TX 78758

GROSS ANNUAL PREMIUM RATES FOR POLICY SERIES

ILTC-4300 and INH-4300 and Riders

Pennsylvania

Standard Underwriting Class Rates

New Increased Rates - Attained Ages <= 68

With No Inflation Benefit

90-Day Elimination Period

		Nursing Home Base Policy Rate Per \$10 Daily Benefit Amount (DBA)						
Issue Age		Policy Lifetime Maximum Benefit					Issue Age	
		2 x 365 x DBA	3 x 365 x DBA	4 x 365 x DBA	5 x 365 x DBA	Unlimited		
18-34		11.59	13.48	14.99	16.97	20.43	18-34	
35-39		13.73	16.07	17.91	20.16	24.19	35-39	
40-44		17.50	20.65	23.04	25.79	30.91	40-44	
45-49		24.07	28.62	32.00	35.60	42.55	45-49	
50		34.54	41.17	46.03	51.01	60.82	50	
51		38.48	45.92	51.39	56.88	67.79	51	
52		42.52	50.80	56.84	62.86	74.88	52	
53		45.83	54.90	61.49	67.90	80.89	53	
54		49.18	59.08	66.22	72.97	86.98	54	
55		52.60	63.38	71.08	78.21	93.24	55	
56		56.18	67.86	76.18	83.68	99.79	56	
57		59.96	72.65	81.58	89.50	106.70	57	
58		63.74	77.36	86.94	95.26	113.54	58	
59		67.91	82.60	92.84	101.65	121.10	59	
60		72.61	88.49	99.50	108.85	129.60	60	
61		78.01	95.24	107.10	117.05	139.28	61	
62		84.20	102.94	115.79	126.45	150.34	62	
63		91.60	112.14	126.16	137.70	163.55	63	
64		99.99	122.60	137.92	150.43	178.51	64	
65		109.44	134.35	151.16	164.72	195.30	65	
66		120.02	147.51	165.96	180.67	214.07	66	
67		131.78	162.11	182.43	198.36	234.88	67	
68		144.16	177.44	199.76	216.72	256.54	68	
69		157.99	194.62	219.15	237.26	280.80	69	
70		173.48	213.88	240.95	260.35	308.05	70	
71		190.91	235.55	265.46	286.38	338.80	71	
72		210.42	259.88	292.99	315.70	373.43	72	
73		233.71	288.99	325.93	351.11	415.37	73	
74		259.18	320.89	362.00	389.95	461.30	74	
75		286.74	355.39	401.02	431.98	510.93	75	
76		316.21	392.29	442.80	477.02	563.90	76	
77		347.45	431.50	481.84	512.59	619.96	77	
78		379.82	472.10	533.07	573.48	677.47	78	
79		413.84	514.80	581.33	626.08	737.71	79	
80		449.51	559.57	631.94	680.51	800.68	80	
81		486.85	606.44	684.95	737.46	866.36	81	
82		525.82	655.42	740.30	796.93	934.78	82	
83		566.44	706.46	798.01	858.92	1,005.93	83	
84		608.71	759.60	858.08	923.44	1,079.82	84	
85		652.64	814.86	920.50	990.49	1,156.45	85	
86*		698.24	872.19	985.28	1,060.04	1,235.81	86*	
87*		745.49	931.61	1,052.44	1,132.13	1,317.89	87*	
88*		794.38	993.13	1,121.94	1,206.72	1,402.70	88*	
89*		844.92	1,056.74	1,193.81	1,283.87	1,490.22	89*	
90*		897.12	1,122.43	1,268.03	1,363.50	1,580.51	90*	
91*		950.96	1,190.23	1,344.62	1,445.67	1,673.53	91*	
92*		1,006.47	1,260.11	1,423.57	1,530.36	1,769.26	92*	
93*		1,063.62	1,332.07	1,504.87	1,617.59	1,867.73	93*	
94*		1,122.44	1,406.14	1,588.54	1,707.30	1,968.93	94*	
95+*		1,182.91	1,482.30	1,674.56	1,799.57	2,072.84	95+*	

* To be used for purchases of offers for increased coverage only.

Modal Adjustment Factors	
Semi-Annual	0.51
Quarterly	0.26
Monthly	0.09
Check-O-Matic	0.09

Elimination Period Adjustment Factors	
20-Day Elimination	1.22
90-Day Elimination	1.00
180-Day Elimination	0.90

Underwriting Class Adjustment Factors	
Preferred	0.88
Standard	1.00
Special Risk Class 3	1.35
Special Risk Class 4	1.65

NEW YORK LIFE INSURANCE COMPANY

11501 Burnet Rd, Bldg 906, Suite 600, Ausin, TX 78758

GROSS ANNUAL PREMIUM RATES FOR POLICY SERIES

ILTC-4300 and INH-4300 and Riders

Pennsylvania

Standard Underwriting Class Rates

New Increased Rates - Attained Ages <= 68

With No Inflation Benefit

90-Day Elimination Period

		100% Home Health Care Additional Premium Rate Per \$10 Daily Benefit Amount (DBA)					
Issue Age	Policy Lifetime Maximum Benefit					Issue Age	
	2 x 365 x DBA	3 x 365 x DBA	4 x 365 x DBA	5 x 365 x DBA	Unlimited		
18-34	5.54	7.20	8.35	9.25	12.22	18-34	
35-39	7.13	9.20	10.67	11.75	15.34	35-39	
40-44	9.94	12.74	14.72	16.16	20.81	40-44	
45-49	14.58	18.65	21.46	23.44	29.79	45-49	
50	18.38	23.45	26.96	29.39	37.13	50	
51	19.89	25.36	29.12	31.75	40.00	51	
52	21.56	27.45	31.50	34.31	43.11	52	
53	23.44	29.83	34.16	37.19	46.58	53	
54	25.49	32.38	37.06	40.30	50.31	54	
55	27.67	35.10	40.16	43.61	54.23	55	
56	29.99	38.00	43.42	47.11	58.39	56	
57	32.42	41.04	46.85	50.80	62.73	57	
58	34.67	43.83	49.99	54.18	66.64	58	
59	37.08	46.85	53.39	57.80	70.88	59	
60	39.82	50.22	57.20	61.85	75.58	60	
61	42.86	54.02	61.45	66.40	80.86	61	
62	46.31	58.32	66.29	71.57	86.85	62	
63	50.45	63.49	72.11	77.76	94.07	63	
64	55.12	69.30	78.62	84.74	102.19	64	
65	60.34	75.78	85.90	92.54	111.28	65	
66	66.11	82.96	94.00	101.18	121.36	66	
67	72.47	90.90	102.91	110.70	132.50	67	
68	77.85	97.56	110.38	118.69	141.79	68	
69	84.24	105.53	119.34	128.23	152.96	69	
70	92.12	115.34	130.37	140.06	166.82	70	
71	101.86	127.53	144.09	154.76	184.10	71	
72	113.94	142.63	161.14	173.02	205.61	72	
73	131.80	165.02	186.44	200.21	237.94	73	
74	152.06	190.44	215.21	231.10	274.64	74	
75	174.35	218.47	246.89	265.12	315.00	75	
76	198.38	248.63	281.03	301.79	358.34	76	
77	223.74	280.57	312.68	332.64	404.01	77	
78	248.74	312.08	349.81	372.15	448.65	78	
79	274.79	344.92	386.95	411.64	494.95	79	
80	301.84	379.06	424.08	451.15	542.90	80	
81	329.92	414.52	461.20	490.64	592.49	81	
82	359.01	451.30	498.35	530.15	643.75	82	
83	389.12	489.37	535.46	569.65	696.64	83	
84	420.26	528.77	572.60	609.14	751.23	84	
85	452.41	569.47	609.75	648.65	807.43	85	
86*	485.59	611.48	691.61	741.73	865.30	86*	
87*	519.79	654.80	740.65	794.20	924.82	87*	
88*	554.99	699.44	791.17	848.23	986.00	88*	
89*	591.23	745.40	843.17	903.87	1,048.82	89*	
90*	628.47	792.65	896.65	961.09	1,113.34	90*	
91*	666.76	841.23	951.66	1,019.88	1,179.45	91*	
92*	706.03	891.11	1,008.11	1,080.25	1,247.26	92*	
93*	746.35	942.30	1,066.07	1,142.21	1,316.70	93*	
94*	787.68	994.81	1,125.50	1,205.75	1,387.80	94*	
95+*	830.02	1,048.64	1,186.42	1,270.85	1,460.56	95+*	

* To be used for purchases of offers for increased coverage only.

Modal Adjustment Factors	
Semi-Annual	0.51
Quarterly	0.26
Monthly	0.09
Check-O-Matic	0.09

Elimination Period Adjustment Factors	
20-Day Elimination	1.22
90-Day Elimination	1.00
180-Day Elimination	0.90

Underwriting Class Adjustment Factors	
Preferred	0.88
Standard	1.00
Special Risk Class 3	1.35
Special Risk Class 4	1.65

NEW YORK LIFE INSURANCE COMPANY

11501 Burnet Rd, Bldg 906, Suite 600, Ausin, TX 78758

GROSS ANNUAL PREMIUM RATES FOR POLICY SERIES

ILTC-4300 and INH-4300 and Riders

Pennsylvania

Standard Underwriting Class Rates

New Increased Rates - Attained Ages <= 68

With Compound 5% Benefit Inflation Included

90-Day Elimination Period

		Nursing Home Base Policy Rate Per \$10 Daily Benefit Amount (DBA)						
Issue Age		Policy Lifetime Maximum Benefit					Issue Age	
		2 x 365 x DBA	3 x 365 x DBA	4 x 365 x DBA	5 x 365 x DBA	Unlimited		
18-34		34.92	42.80	48.74	53.37	67.18	18-34	
35-39		44.03	54.14	61.67	67.46	84.53	35-39	
40-44		56.36	69.53	79.24	86.54	107.96	40-44	
45-49		73.75	91.30	104.04	113.54	140.98	45-49	
50		91.49	113.42	129.24	140.94	174.51	50	
51		98.19	121.79	138.78	151.31	187.18	51	
52		105.16	130.50	148.72	162.13	200.38	52	
53		112.12	139.28	158.76	173.05	213.73	53	
54		119.25	148.30	169.06	184.27	227.43	54	
55		126.56	157.50	179.59	195.73	241.38	55	
56		133.96	166.88	190.30	207.38	255.53	56	
57		141.46	176.38	201.17	219.17	269.82	57	
58		147.85	184.50	210.42	229.18	281.86	58	
59		154.58	193.07	220.18	239.69	294.50	59	
60		161.93	202.39	230.80	251.17	308.23	60	
61		170.17	212.80	242.68	263.97	323.57	61	
62		179.51	224.66	256.18	278.55	341.06	62	
63		191.50	239.80	273.42	297.22	363.49	63	
64		204.86	256.64	292.64	318.04	388.51	64	
65		219.55	275.20	313.76	340.96	416.09	65	
66		235.53	295.38	336.78	365.92	446.11	66	
67		252.79	317.18	361.66	392.89	478.57	67	
68		269.82	338.71	386.21	419.56	510.75	68	
69		288.43	362.21	413.06	448.67	545.90	69	
70		308.88	388.08	442.62	480.78	584.59	70	
71		331.52	416.79	475.42	516.37	627.46	71	
72		356.65	448.70	511.90	555.95	675.11	72	
73		387.61	488.07	557.03	604.93	734.42	73	
74		420.95	530.57	605.65	657.72	798.12	74	
75		456.28	575.57	657.18	713.57	865.26	75	
76		493.15	622.58	710.95	771.77	934.85	76	
77		531.14	671.04	763.52	812.27	1,005.93	77	
78		568.15	718.24	820.06	889.47	1,073.65	78	
79		605.86	766.33	874.80	948.26	1,141.88	79	
80		644.29	815.31	930.49	1,007.96	1,210.64	80	
81		683.41	865.22	987.14	1,068.57	1,279.91	81	
82		723.24	916.04	1,044.76	1,130.11	1,349.69	82	
83		763.76	967.75	1,103.33	1,192.55	1,420.00	83	
84		805.00	1,020.37	1,162.85	1,255.91	1,490.83	84	
85		846.94	1,073.88	1,223.35	1,320.19	1,562.18	85	

Modal Adjustment Factors	
Semi-Annual	0.51
Quarterly	0.26
Monthly	0.09
Check-O-Matic	0.09

Elimination Period Adjustment Factors	
20-Day Elimination	1.22
90-Day Elimination	1.00
180-Day Elimination	0.90

Underwriting Class Adjustment Factors	
Preferred	0.88
Standard	1.00
Special Risk Class 3	1.35
Special Risk Class 4	1.65

NEW YORK LIFE INSURANCE COMPANY

11501 Burnet Rd, Bldg 906, Suite 600, Ausin, TX 78758

GROSS ANNUAL PREMIUM RATES FOR POLICY SERIES

ILTC-4300 and INH-4300 and Riders

Pennsylvania

Standard Underwriting Class Rates

New Increased Rates - Attained Ages <= 68

With Compound 5% Benefit Inflation Included

90-Day Elimination Period

		100% Home Health Care Additional Premium Rate Per \$10 Daily Benefit Amount (DBA)						
Issue Age		Policy Lifetime Maximum Benefit					Issue Age	
		2 x 365 x DBA	3 x 365 x DBA	4 x 365 x DBA	5 x 365 x DBA	Unlimited		
18-34		20.50	26.50	30.87	34.04	45.43	18-34	
35-39		26.44	34.09	39.60	43.60	57.49	35-39	
40-44		34.52	44.39	51.44	56.48	73.67	40-44	
45-49		45.70	58.64	67.79	74.27	95.76	45-49	
50		54.09	69.35	80.06	87.61	112.36	50	
51		57.26	73.40	84.69	92.63	118.58	51	
52		60.66	77.69	89.62	97.97	125.15	52	
53		64.49	82.55	95.17	104.00	132.48	53	
54		68.51	87.68	101.00	110.30	140.09	54	
55		72.70	92.97	107.05	116.86	147.96	55	
56		77.02	98.42	113.26	123.55	155.99	56	
57		81.41	103.97	119.56	130.36	164.09	57	
58		85.12	108.65	124.87	136.08	170.84	58	
59		89.03	113.54	130.45	142.06	177.84	59	
60		93.28	118.87	136.48	148.54	185.42	60	
61		97.94	124.76	143.14	155.72	193.82	61	
62		103.21	131.40	150.66	163.82	203.35	62	
63		109.80	139.72	160.09	173.97	215.37	63	
64		117.11	148.93	170.57	185.26	228.78	64	
65		125.14	159.07	182.11	197.68	243.54	65	
66		133.88	170.10	194.63	211.21	259.65	66	
67		143.30	182.02	208.21	225.83	277.11	67	
68		151.18	191.95	219.46	237.94	291.47	68	
69		160.29	203.45	232.54	252.05	308.25	69	
70		171.18	217.26	248.26	269.03	328.54	70	
71		184.43	234.05	267.41	289.73	353.41	71	
72		200.54	254.56	290.83	315.07	383.96	72	
73		224.57	285.21	325.94	353.18	430.52	73	
74		251.46	319.55	365.29	395.89	482.65	74	
75		280.66	356.83	408.06	442.28	539.10	75	
76		311.56	396.36	453.37	491.42	598.63	76	
77		343.62	437.38	497.99	529.76	660.01	77	
78		373.97	476.26	544.90	590.54	717.16	78	
79		404.89	515.92	590.31	639.65	774.94	79	
80		436.41	556.33	636.57	689.62	833.36	80	
81		468.50	597.53	683.71	740.52	892.44	81	
82		501.19	639.49	731.70	792.31	952.16	82	
83		534.46	682.24	780.59	845.01	1,012.54	83	
84		568.28	725.74	830.32	898.63	1,073.54	84	
85		602.68	770.02	880.94	953.14	953.14	85	

Modal Adjustment Factors	
Semi-Annual	0.51
Quarterly	0.26
Monthly	0.09
Check-O-Matic	0.09

Elimination Period Adjustment Factors	
20-Day Elimination	1.22
90-Day Elimination	1.00
180-Day Elimination	0.90

Underwriting Class Adjustment Factors	
Preferred	0.88
Standard	1.00
Special Risk Class 3	1.35
Special Risk Class 4	1.65

NEW YORK LIFE INSURANCE COMPANY

11501 Burnet Rd, Bldg 906, Suite 600, Ausin, TX 78758

GROSS ANNUAL PREMIUM RATES FOR POLICY SERIES

ILTC-4300 and INH-4300 and Riders

Pennsylvania

Standard Underwriting Class Rates

New Increased Rates - Attained Ages <= 68

With Simple 5% Benefit Inflation Included

90-Day Elimination Period

		Nursing Home Base Policy Rate Per \$10 Daily Benefit Amount (DBA)						
Issue Age		Policy Lifetime Maximum Benefit					Issue Age	
		2 x 365 x DBA	3 x 365 x DBA	4 x 365 x DBA	5 x 365 x DBA	Unlimited		
18-34		21.69	26.28	29.74	32.82	41.68	18-34	
35-39		27.03	32.82	37.36	41.11	51.84	35-39	
40-44		35.40	43.35	49.39	54.24	68.06	40-44	
45-49		48.82	59.92	68.35	74.95	93.50	45-49	
50		64.14	78.87	89.88	98.36	122.47	50	
51		69.98	86.22	98.19	107.48	133.69	51	
52		76.07	93.80	106.99	116.96	145.28	52	
53		82.08	101.45	115.59	126.40	157.04	53	
54		88.43	109.28	124.62	136.22	169.13	54	
55		94.80	117.48	133.88	146.41	181.64	55	
56		101.43	125.81	143.58	156.93	194.39	56	
57		108.21	134.55	153.48	167.70	207.60	57	
58		114.39	142.26	162.34	177.26	219.19	58	
59		120.81	150.55	171.79	187.50	231.45	59	
60		128.06	159.69	182.20	198.65	245.05	60	
61		136.16	169.84	193.95	211.35	260.23	61	
62		145.30	181.59	207.24	225.80	277.59	62	
63		156.85	196.19	223.81	243.70	299.25	63	
64		169.64	212.35	242.32	263.83	323.61	64	
65		183.89	230.30	262.86	286.12	350.35	65	
66		199.42	249.91	285.21	310.37	379.77	66	
67		216.18	271.21	309.53	336.76	411.53	67	
68		233.16	292.54	333.86	363.22	443.54	68	
69		251.59	316.02	360.65	392.31	478.80	69	
70		272.13	341.88	390.15	424.50	517.65	70	
71		294.66	370.55	423.16	460.18	560.75	71	
72		319.97	402.53	459.69	499.85	608.68	72	
73		350.46	441.44	504.23	548.31	667.47	73	
74		383.58	483.59	552.60	600.65	730.85	74	
75		418.84	528.64	604.07	656.53	798.13	75	
76		455.91	575.79	658.15	707.07	868.35	76	
77		494.40	625.00	698.19	742.74	940.91	77	
78		532.72	673.95	770.22	830.98	1,011.82	78	
79		572.24	724.30	827.68	898.33	1,084.31	79	
80		612.96	776.12	886.84	962.01	1,158.18	80	
81		654.80	829.44	947.50	1,027.46	1,233.56	81	
82		697.72	884.27	1,009.95	1,094.58	1,310.43	82	
83		741.84	940.46	1,073.96	1,163.37	1,388.78	83	
84		787.11	998.20	1,139.58	1,233.84	1,468.72	84	
85		833.54	1,057.41	1,206.80	1,306.04	1,550.10	85	

Modal Adjustment Factors	
Semi-Annual	0.51
Quarterly	0.26
Monthly	0.09
Check-O-Matic	0.09

Elimination Period Adjustment Factors	
20-Day Elimination	1.22
90-Day Elimination	1.00
180-Day Elimination	0.90

Underwriting Class Adjustment Factors	
Preferred	0.88
Standard	1.00
Special Risk Class 3	1.35
Special Risk Class 4	1.65

NEW YORK LIFE INSURANCE COMPANY

11501 Burnet Rd, Bldg 906, Suite 600, Ausin, TX 78758

GROSS ANNUAL PREMIUM RATES FOR POLICY SERIES

ILTC-4300 and INH-4300 and Riders

Pennsylvania

Standard Underwriting Class Rates

New Increased Rates - Attained Ages <= 68

With Simple 5% Benefit Inflation Included

90-Day Elimination Period

		100% Home Health Care Additional Premium Rate Per \$10 Daily Benefit Amount (DBA)						
Issue Age		Policy Lifetime Maximum Benefit						Issue Age
		2 x 365 x DBA	3 x 365 x DBA	4 x 365 x DBA	5 x 365 x DBA	Unlimited		
18-34		11.49	14.95	17.55	19.50	26.82		18-34
35-39		15.23	19.80	23.07	25.60	34.69		35-39
40-44		21.09	27.24	31.62	35.06	46.71		40-44
45-49		29.88	38.55	44.76	49.29	64.79		45-49
50		36.83	47.40	55.06	60.54	79.08		50
51		39.49	50.91	59.02	64.80	84.45		51
52		42.46	54.65	63.25	69.51	90.26		52
53		45.74	58.88	68.11	74.79	96.78		53
54		49.24	63.33	73.26	80.35	103.61		54
55		53.07	68.05	78.66	86.16	110.73		55
56		56.89	73.00	84.37	92.31	117.99		56
57		60.97	78.14	90.15	98.50	125.53		57
58		64.57	82.73	95.34	104.23	132.14		58
59		68.38	87.45	100.84	110.10	139.08		59
60		72.57	92.77	106.80	116.50	146.78		60
61		77.26	98.67	113.40	123.65	155.31		61
62		82.51	105.22	120.94	131.67	164.80		62
63		88.80	113.24	130.06	141.56	176.52		63
64		95.82	122.20	140.17	152.59	189.59		64
65		103.64	132.03	151.35	164.54	203.98		65
66		112.11	142.71	163.55	177.78	219.66		66
67		121.27	154.45	176.91	192.15	236.80		67
68		129.15	164.36	188.03	204.09	251.24		68
69		138.24	175.73	201.24	218.33	268.06		69
70		149.17	189.49	216.87	235.26	288.42		70
71		162.36	206.38	236.09	256.11	313.50		71
72		178.54	226.88	259.49	281.47	344.01		72
73		202.35	257.27	294.34	319.21	390.29		73
74		228.91	291.34	333.36	361.60	442.14		74
75		257.95	328.47	375.84	407.67	498.40		75
76		288.73	367.78	420.73	450.29	557.94		76
77		320.84	408.92	456.88	485.99	619.46		77
78		351.54	448.18	510.21	543.80	677.45		78
79		382.89	488.47	556.35	599.49	736.35		79
80		415.04	529.61	602.08	648.70	796.15		80
81		448.02	571.82	647.40	697.39	856.99		81
82		481.51	615.00	692.30	745.70	918.70		82
83		515.92	659.12	736.86	793.55	981.39		83
84		550.96	704.27	781.05	840.99	1,045.08		84
85		586.76	750.37	824.85	888.05	1,109.63		85

Modal Adjustment Factors	
Semi-Annual	0.51
Quarterly	0.26
Monthly	0.09
Check-O-Matic	0.09

Elimination Period Adjustment Factors	
20-Day Elimination	1.22
90-Day Elimination	1.00
180-Day Elimination	0.90

Underwriting Class Adjustment Factors	
Preferred	0.88
Standard	1.00
Special Risk Class 3	1.35
Special Risk Class 4	1.65

NEW YORK LIFE INSURANCE COMPANY

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GROSS ANNUAL PREMIUM RATES FOR POLICY SERIES

ILTC-4300 and INH-4300 and Riders

Pennsylvania

Standard Underwriting Class Rates

New Increased Rates - Attained Ages <= 68

With Simple 6% Benefit Inflation Included

90-Day Elimination Period

		Nursing Home Base Policy Rate Per \$10 Daily Benefit Amount (DBA)						
Issue Age		Policy Lifetime Maximum Benefit					Issue Age	
		2 x 365 x DBA	3 x 365 x DBA	4 x 365 x DBA	5 x 365 x DBA	Unlimited		
18-34		23.71	28.84	32.69	35.99	45.93	18-34	
35-39		29.69	36.17	41.25	45.30	57.37	35-39	
40-44		38.98	47.89	54.66	59.93	75.49	40-44	
45-49		53.77	66.18	75.62	82.82	103.69	45-49	
50		70.06	86.41	98.65	107.83	134.80	50	
51		76.28	94.28	107.55	117.60	146.87	51	
52		82.78	102.40	117.02	127.78	159.36	52	
53		89.33	110.76	126.41	138.10	172.27	53	
54		96.28	119.32	136.30	148.87	185.56	54	
55		103.24	128.30	146.44	160.05	199.32	55	
56		110.48	137.40	157.06	171.58	213.31	56	
57		117.86	146.93	167.86	183.34	227.78	57	
58		124.52	155.24	177.42	193.66	240.32	58	
59		131.39	164.14	187.58	204.67	253.52	59	
60		139.15	173.93	198.74	216.61	268.14	60	
61		147.79	184.76	211.32	230.21	284.42	61	
62		157.52	197.32	225.53	245.67	303.04	62	
63		169.90	213.00	243.34	264.90	326.39	63	
64		183.57	230.30	263.20	286.51	352.63	64	
65		198.78	249.49	285.20	310.40	381.36	65	
66		215.30	270.39	309.06	336.31	412.91	66	
67		233.06	293.03	334.95	364.44	446.86	67	
68		250.96	315.56	360.68	392.52	480.94	68	
69		270.31	340.30	388.95	423.32	518.40	69	
70		291.86	367.48	419.99	457.33	559.57	70	
71		315.41	397.55	454.70	494.94	605.14	71	
72		341.88	431.06	493.03	536.68	655.73	72	
73		373.81	471.93	539.89	587.75	717.89	73	
74		408.46	516.13	590.72	642.79	784.76	74	
75		445.26	563.29	644.68	701.44	855.57	75	
76		483.85	612.49	701.22	753.08	929.24	76	
77		523.79	663.70	741.46	788.77	1,005.10	77	
78		563.30	714.32	817.65	882.48	1,078.69	78	
79		603.92	766.20	876.95	952.78	1,153.63	79	
80		645.65	819.43	937.82	1,018.31	1,229.68	80	
81		688.39	874.04	1,000.01	1,085.46	1,307.00	81	
82		732.10	930.04	1,063.88	1,154.11	1,385.56	82	
83		776.92	987.26	1,129.15	1,224.26	1,465.35	83	
84		822.79	1,045.92	1,195.88	1,295.92	1,546.50	84	
85		869.72	1,105.92	1,264.06	1,369.15	1,628.83	85	

Modal Adjustment Factors	
Semi-Annual	0.51
Quarterly	0.26
Monthly	0.09
Check-O-Matic	0.09

Elimination Period Adjustment Factors	
20-Day Elimination	1.22
90-Day Elimination	1.00
180-Day Elimination	0.90

Underwriting Class Adjustment Factors	
Preferred	0.88
Standard	1.00
Special Risk Class 3	1.35
Special Risk Class 4	1.65

NEW YORK LIFE INSURANCE COMPANY

11501 Burnet Rd, Bldg 906, Suite 600, Ausin, TX 78758

GROSS ANNUAL PREMIUM RATES FOR POLICY SERIES

ILTC-4300 and INH-4300 and Riders

Pennsylvania

Standard Underwriting Class Rates

New Increased Rates - Attained Ages <= 68

With Simple 6% Benefit Inflation Included

90-Day Elimination Period

100% Home Health Care Additional Premium Rate Per \$10 Daily Benefit Amount (DBA)						
Issue Age	Policy Lifetime Maximum Benefit					Issue Age
	2 x 365 x DBA	3 x 365 x DBA	4 x 365 x DBA	5 x 365 x DBA	Unlimited	
18-34	12.68	16.50	19.39	21.55	29.74	18-34
35-39	16.85	21.92	25.55	28.37	38.56	35-39
40-44	23.32	30.14	35.00	38.84	51.89	40-44
45-49	32.94	42.53	49.42	54.46	71.79	45-49
50	40.52	52.19	60.68	66.77	87.47	50
51	43.41	56.02	65.00	71.41	93.34	51
52	46.64	60.09	69.60	76.55	99.69	52
53	50.20	64.69	74.90	82.31	106.82	53
54	53.99	69.52	80.50	88.36	114.27	54
55	58.15	74.64	86.36	94.67	122.03	55
56	62.27	80.00	92.56	101.35	129.91	56
57	66.68	85.56	98.81	108.04	138.09	57
58	70.55	90.51	104.41	114.24	145.24	58
59	74.64	95.57	110.33	120.56	152.72	59
60	79.12	101.28	116.72	127.43	161.02	60
61	84.14	107.60	123.79	135.10	170.20	61
62	89.75	114.60	131.87	143.69	180.39	62
63	96.47	123.19	141.65	154.32	193.01	63
64	103.96	132.78	152.48	166.16	207.07	64
65	112.30	143.28	164.44	178.94	222.52	65
66	121.31	154.66	177.46	193.10	239.32	66
67	131.03	167.16	191.71	208.44	257.66	67
68	139.41	177.72	203.56	221.17	273.13	68
69	149.04	189.77	217.62	236.35	291.08	69
70	160.58	204.32	234.17	254.30	312.74	70
71	174.46	222.15	254.49	276.38	339.38	71
72	191.46	243.73	279.16	303.16	371.69	72
73	216.46	275.72	315.92	343.01	420.76	73
74	244.28	311.52	356.99	387.70	475.64	74
75	274.67	350.47	401.63	436.18	535.08	75
76	306.80	391.61	448.67	479.99	597.86	76
77	340.26	434.59	485.72	516.66	662.55	77
78	372.10	475.40	542.29	578.13	723.21	78
79	404.51	517.18	590.23	637.06	784.63	79
80	437.68	559.72	637.68	688.21	846.80	80
81	471.64	603.28	684.64	738.74	909.89	81
82	506.01	647.74	731.09	788.81	973.69	82
83	541.28	693.07	777.14	838.33	1,038.34	83
84	577.10	739.37	822.74	887.36	1,103.85	84
85	613.63	786.55	867.87	935.93	1,170.07	85

Modal Adjustment Factors	
Semi-Annual	0.51
Quarterly	0.26
Monthly	0.09
Check-O-Matic	0.09

Elimination Period Adjustment Factors	
20-Day Elimination	1.22
90-Day Elimination	1.00
180-Day Elimination	0.90

Underwriting Class Adjustment Factors	
Preferred	0.88
Standard	1.00
Special Risk Class 3	1.35
Special Risk Class 4	1.65

NEW YORK LIFE INSURANCE COMPANY
11501 Burnet Rd, Bldg 906, Suite 600, Ausin, TX 78758
GROSS ANNUAL PREMIUM RATES FOR POLICY SERIES
ILTC-4300 and INH-4300 and Riders
Pennsylvania
New Increased Rates - Attained Ages <= 68

Rates for Nonforfeiture Rider, and Elimination Period /
Waiver of Premium Enhancement Rider;
and Spouse/Sibling and Multi-Life Discounts

Nonforfeiture Rider

The Premium for the Nonforfeiture Rider is an additional 30% of the Total Premium for the Base Policy including Home Health Care and any attached Inflation Protection Riders.

Elimination Period / Waiver of Premium Enhancement Rider

The Premium for the Elimination Period / Waiver of Premium Enhancement Rider is an additional 3% of the Total Premium for the Base Policy including Home Health Care and any attached Inflation Protection and Nonforfeiture Riders.

Spouse/Sibling Discount

If both spouses or two or more siblings are covered, they all receive a 10% Spouse/Sibling Discount on their Total Premium. However, the Spouse/Sibling Discount is reduced to 7.5% if the policy is also receiving a Multi-Life Discount.

Multi-Life Discount Program

Multi-Life cases that are eligible for a discount on their Total Premium, based on the Estimated Number of Covered Lives, as shown in the table to the right.

Multi-Life Discount Premium Discount%	
Estimated Number of Covered Lives	Discount ¹ No Spouse
15-25	5%
26-100	7%
101+	10%

¹ The Spouse Discount over published rates is reduced from 10% to 7.5% for all multi-life programs.

NEW YORK LIFE INSURANCE COMPANY

11501 Burnet Rd, Bldg 906, Suite 600, Ausin, TX 78758

GROSS ANNUAL PREMIUM RATES FOR POLICY SERIES

ILTC-4300 and INH-4300 and Riders

Pennsylvania

Standard Underwriting Class Rates

Current Rates - Attained Ages 69-73

With No Inflation Benefit

90-Day Elimination Period

		Nursing Home Base Policy Rate Per \$10 Daily Benefit Amount (DBA)						
Issue Age		Policy Lifetime Maximum Benefit						Issue Age
		2 x 365 x DBA	3 x 365 x DBA	4 x 365 x DBA	5 x 365 x DBA	Unlimited		
18-34		6.44	7.49	8.33	9.43	11.35		18-34
35-39		7.63	8.93	9.95	11.20	13.44		35-39
40-44		9.72	11.47	12.80	14.33	17.17		40-44
45-49		13.37	15.90	17.78	19.78	23.64		45-49
50		19.19	22.87	25.57	28.34	33.79		50
51		21.38	25.51	28.55	31.60	37.66		51
52		23.62	28.22	31.58	34.92	41.60		52
53		25.46	30.50	34.16	37.72	44.94		53
54		27.32	32.82	36.79	40.54	48.32		54
55		29.22	35.21	39.49	43.45	51.80		55
56		31.21	37.70	42.32	46.49	55.44		56
57		33.31	40.36	45.32	49.72	59.28		57
58		35.41	42.98	48.30	52.92	63.08		58
59		37.73	45.89	51.58	56.47	67.28		59
60		40.34	49.16	55.28	60.47	72.00		60
61		43.34	52.91	59.50	65.03	77.38		61
62		46.78	57.19	64.33	70.25	83.52		62
63		50.89	62.30	70.09	76.50	90.86		63
64		55.55	68.11	76.62	83.57	99.17		64
65		60.80	74.64	83.98	91.51	108.50		65
66		66.68	81.95	92.20	100.37	118.93		66
67		73.21	90.06	101.35	110.20	130.49		67
68		80.09	98.58	110.98	120.40	142.52		68
69		87.77	108.12	121.75	131.81	156.00		69
70		96.38	118.82	133.86	144.64	171.14		70
71		106.06	130.86	147.48	159.10	188.22		71
72		116.90	144.38	162.77	175.39	207.46		72
73		129.84	160.55	181.07	195.06	230.76		73
74		143.99	178.27	201.11	216.64	256.28		74
75		159.30	197.44	222.79	239.99	283.85		75
76		175.67	217.94	246.00	265.01	313.28		76
77		193.03	239.72	267.69	284.77	344.42		77
78		211.01	262.28	296.15	318.60	376.37		78
79		229.91	286.00	322.96	347.82	409.84		79
80		249.73	310.87	351.08	378.06	444.82		80
81		270.47	336.91	380.53	409.70	481.31		81
82		292.12	364.12	411.28	442.74	519.32		82
83		314.69	392.48	443.34	477.18	558.85		83
84		338.17	422.00	476.71	513.02	599.90		84
85		362.58	452.70	511.39	550.27	642.47		85
86*		387.91	484.55	547.38	588.91	686.56		86*
87*		414.16	517.56	584.69	628.96	732.16		87*
88*		441.32	551.74	623.30	670.40	779.28		88*
89*		469.40	587.08	663.23	713.26	827.90		89*
90*		498.40	623.57	704.46	757.50	878.06		90*
91*		528.31	661.24	747.01	803.15	929.74		91*
92*		559.15	700.06	790.87	850.20	982.92		92*
93*		590.90	740.04	836.04	898.66	1,037.63		93*
94*		623.58	781.19	882.52	948.50	1,093.85		94*
95+*		657.17	823.50	930.31	999.76	1,151.58		95+*

* To be used for purchases of offers for increased coverage only.

Modal Adjustment Factors	
Semi-Annual	0.51
Quarterly	0.26
Monthly	0.09
Check-O-Matic	0.09

Elimination Period Adjustment Factors	
20-Day Elimination	1.22
90-Day Elimination	1.00
180-Day Elimination	0.90

Underwriting Class Adjustment Factors	
Preferred	0.88
Standard	1.00
Special Risk Class 3	1.35
Special Risk Class 4	1.65

NEW YORK LIFE INSURANCE COMPANY

11501 Burnet Rd, Bldg 906, Suite 600, Ausin, TX 78758

GROSS ANNUAL PREMIUM RATES FOR POLICY SERIES

ILTC-4300 and INH-4300 and Riders

Pennsylvania

Standard Underwriting Class Rates

Current Rates - Attained Ages 69-73

With No Inflation Benefit

90-Day Elimination Period

		100% Home Health Care Additional Premium Rate Per \$10 Daily Benefit Amount (DBA)					
Issue Age	Policy Lifetime Maximum Benefit					Issue Age	
	2 x 365 x DBA	3 x 365 x DBA	4 x 365 x DBA	5 x 365 x DBA	Unlimited		
18-34	3.08	4.00	4.64	5.14	6.79	18-34	
35-39	3.96	5.11	5.93	6.53	8.52	35-39	
40-44	5.52	7.08	8.18	8.98	11.56	40-44	
45-49	8.10	10.36	11.92	13.02	16.55	45-49	
50	10.21	13.03	14.98	16.33	20.63	50	
51	11.05	14.09	16.18	17.64	22.22	51	
52	11.98	15.25	17.50	19.06	23.95	52	
53	13.02	16.57	18.98	20.66	25.88	53	
54	14.16	17.99	20.59	22.39	27.95	54	
55	15.37	19.50	22.31	24.23	30.13	55	
56	16.66	21.11	24.12	26.17	32.44	56	
57	18.01	22.80	26.03	28.22	34.85	57	
58	19.26	24.35	27.77	30.10	37.02	58	
59	20.60	26.03	29.66	32.11	39.38	59	
60	22.12	27.90	31.78	34.36	41.99	60	
61	23.81	30.01	34.14	36.89	44.92	61	
62	25.73	32.40	36.83	39.76	48.25	62	
63	28.03	35.27	40.06	43.20	52.26	63	
64	30.62	38.50	43.68	47.08	56.77	64	
65	33.52	42.10	47.72	51.41	61.82	65	
66	36.73	46.09	52.22	56.21	67.42	66	
67	40.26	50.50	57.17	61.50	73.61	67	
68	43.25	54.20	61.32	65.94	78.77	68	
69	46.80	58.63	66.30	71.24	84.98	69	
70	51.18	64.08	72.43	77.81	92.68	70	
71	56.59	70.85	80.05	85.98	102.28	71	
72	63.30	79.24	89.52	96.12	114.23	72	
73	73.22	91.68	103.58	111.23	132.19	73	
74	84.48	105.80	119.56	128.39	152.58	74	
75	96.86	121.37	137.16	147.29	175.00	75	
76	110.21	138.13	156.13	167.66	199.08	76	
77	124.30	155.87	173.71	184.80	224.45	77	
78	138.19	173.38	194.34	206.75	249.25	78	
79	152.66	191.62	214.97	228.69	274.97	79	
80	167.69	210.59	235.60	250.64	301.61	80	
81	183.29	230.29	256.22	272.58	329.16	81	
82	199.45	250.72	276.86	294.53	357.64	82	
83	216.18	271.87	297.48	316.47	387.02	83	
84	233.48	293.76	318.11	338.41	417.35	84	
85	251.34	316.37	338.75	360.36	448.57	85	
86*	269.77	339.71	384.23	412.07	480.72	86*	
87*	288.77	363.78	411.47	441.22	513.79	87*	
88*	308.33	388.58	439.54	471.24	547.78	88*	
89*	328.46	414.11	468.43	502.15	582.68	89*	
90*	349.15	440.36	498.14	533.94	618.52	90*	
91*	370.42	467.35	528.70	566.60	655.25	91*	
92*	392.24	495.06	560.06	600.14	692.92	92*	
93*	414.64	523.50	592.26	634.56	731.50	93*	
94*	437.60	552.67	625.28	669.86	771.00	94*	
95+*	461.12	582.58	659.12	706.03	811.42	95+*	

* To be used for purchases of offers for increased coverage only.

Modal Adjustment Factors	
Semi-Annual	0.51
Quarterly	0.26
Monthly	0.09
Check-O-Matic	0.09

Elimination Period Adjustment Factors	
20-Day Elimination	1.22
90-Day Elimination	1.00
180-Day Elimination	0.90

Underwriting Class Adjustment Factors	
Preferred	0.88
Standard	1.00
Special Risk Class 3	1.35
Special Risk Class 4	1.65

NEW YORK LIFE INSURANCE COMPANY

11501 Burnet Rd, Bldg 906, Suite 600, Ausin, TX 78758

GROSS ANNUAL PREMIUM RATES FOR POLICY SERIES

ILTC-4300 and INH-4300 and Riders

Pennsylvania

Standard Underwriting Class Rates

Current Rates - Attained Ages 69-73

With Compound 5% Benefit Inflation Included

90-Day Elimination Period

Nursing Home						
Base Policy Rate Per \$10 Daily Benefit Amount (DBA)						
Issue Age	Policy Lifetime Maximum Benefit					Issue Age
	2 x 365 x DBA	3 x 365 x DBA	4 x 365 x DBA	5 x 365 x DBA	Unlimited	
18-34	19.40	23.78	27.08	29.65	37.32	18-34
35-39	24.46	30.08	34.26	37.48	46.96	35-39
40-44	31.31	38.63	44.02	48.08	59.98	40-44
45-49	40.97	50.72	57.80	63.08	78.32	45-49
50	50.83	63.01	71.80	78.30	96.95	50
51	54.55	67.66	77.10	84.06	103.99	51
52	58.42	72.50	82.62	90.07	111.32	52
53	62.29	77.38	88.20	96.14	118.74	53
54	66.25	82.39	93.92	102.37	126.35	54
55	70.31	87.50	99.77	108.74	134.10	55
56	74.42	92.71	105.72	115.21	141.96	56
57	78.59	97.99	111.76	121.76	149.90	57
58	82.14	102.50	116.90	127.32	156.59	58
59	85.88	107.26	122.32	133.16	163.61	59
60	89.96	112.44	128.22	139.54	171.24	60
61	94.54	118.22	134.82	146.65	179.76	61
62	99.73	124.81	142.32	154.75	189.48	62
63	106.39	133.22	151.90	165.12	201.94	63
64	113.81	142.58	162.58	176.69	215.84	64
65	121.97	152.89	174.31	189.42	231.16	65
66	130.85	164.10	187.10	203.29	247.84	66
67	140.44	176.21	200.92	218.27	265.87	67
68	149.90	188.17	214.56	233.09	283.75	68
69	160.24	201.23	229.48	249.26	303.28	69
70	171.60	215.60	245.90	267.10	324.77	70
71	184.18	231.55	264.12	286.87	348.59	71
72	198.14	249.28	284.39	308.86	375.06	72
73	215.34	271.15	309.46	336.07	408.01	73
74	233.86	294.76	336.47	365.40	443.40	74
75	253.49	319.76	365.10	396.43	480.70	75
76	273.97	345.88	394.97	428.76	519.36	76
77	295.08	372.80	424.18	451.26	558.85	77
78	315.64	399.02	455.59	494.15	596.47	78
79	336.59	425.74	486.00	526.81	634.38	79
80	357.94	452.95	516.94	559.98	672.58	80
81	379.67	480.68	548.41	593.65	711.06	81
82	401.80	508.91	580.42	627.84	749.83	82
83	424.31	537.64	612.96	662.53	788.89	83
84	447.22	566.87	646.03	697.73	828.24	84
85	470.52	596.60	679.64	733.44	867.88	85

Modal Adjustment Factors	
Semi-Annual	0.51
Quarterly	0.26
Monthly	0.09
Check-O-Matic	0.09

Elimination Period Adjustment Factors	
20-Day Elimination	1.22
90-Day Elimination	1.00
180-Day Elimination	0.90

Underwriting Class Adjustment Factors	
Preferred	0.88
Standard	1.00
Special Risk Class 3	1.35
Special Risk Class 4	1.65

NEW YORK LIFE INSURANCE COMPANY

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GROSS ANNUAL PREMIUM RATES FOR POLICY SERIES

ILTC-4300 and INH-4300 and Riders

Pennsylvania

Standard Underwriting Class Rates

Current Rates - Attained Ages 69-73

With Compound 5% Benefit Inflation Included

90-Day Elimination Period

Issue Age		100% Home Health Care Additional Premium Rate Per \$10 Daily Benefit Amount (DBA)					Issue Age	
		Policy Lifetime Maximum Benefit						
		2 x 365 x DBA	3 x 365 x DBA	4 x 365 x DBA	5 x 365 x DBA	Unlimited		
18-34		11.39	14.72	17.15	18.91	25.24	18-34	
35-39		14.69	18.94	22.00	24.22	31.94	35-39	
40-44		19.18	24.66	28.58	31.38	40.93	40-44	
45-49		25.39	32.58	37.66	41.26	53.20	45-49	
50		30.05	38.53	44.48	48.67	62.42	50	
51		31.81	40.78	47.05	51.46	65.88	51	
52		33.70	43.16	49.79	54.43	69.53	52	
53		35.83	45.86	52.87	57.78	73.60	53	
54		38.06	48.71	56.11	61.28	77.83	54	
55		40.39	51.65	59.47	64.92	82.20	55	
56		42.79	54.68	62.92	68.64	86.66	56	
57		45.23	57.76	66.42	72.42	91.16	57	
58		47.29	60.36	69.37	75.60	94.91	58	
59		49.46	63.08	72.47	78.92	98.80	59	
60		51.82	66.04	75.82	82.52	103.01	60	
61		54.41	69.31	79.52	86.51	107.68	61	
62		57.34	73.00	83.70	91.01	112.97	62	
63		61.00	77.62	88.94	96.65	119.65	63	
64		65.06	82.74	94.76	102.92	127.10	64	
65		69.52	88.37	101.17	109.82	135.30	65	
66		74.38	94.50	108.13	117.34	144.25	66	
67		79.61	101.12	115.67	125.46	153.95	67	
68		83.99	106.64	121.92	132.19	161.93	68	
69		89.05	113.03	129.19	140.03	171.25	69	
70		95.10	120.70	137.92	149.46	182.52	70	
71		102.46	130.03	148.56	160.96	196.34	71	
72		111.41	141.42	161.57	175.04	213.31	72	
73		124.76	158.45	181.08	196.21	239.18	73	
74		139.70	177.53	202.94	219.94	268.14	74	
75		155.92	198.24	226.70	245.71	299.50	75	
76		173.09	220.20	251.87	273.01	332.57	76	
77		190.90	242.99	276.66	294.31	366.67	77	
78		207.76	264.59	302.72	328.08	398.42	78	
79		224.94	286.62	327.95	355.36	430.52	79	
80		242.45	309.07	353.65	383.12	462.98	80	
81		260.28	331.96	379.84	411.40	495.80	81	
82		278.44	355.27	406.50	440.17	528.98	82	
83		296.92	379.02	433.66	469.45	562.52	83	
84		315.71	403.19	461.29	499.24	596.41	84	
85		334.82	427.79	489.41	529.52	529.52	85	

Modal Adjustment Factors	
Semi-Annual	0.51
Quarterly	0.26
Monthly	0.09
Check-O-Matic	0.09

Elimination Period Adjustment Factors	
20-Day Elimination	1.22
90-Day Elimination	1.00
180-Day Elimination	0.90

Underwriting Class Adjustment Factors	
Preferred	0.88
Standard	1.00
Special Risk Class 3	1.35
Special Risk Class 4	1.65

NEW YORK LIFE INSURANCE COMPANY

11501 Burnet Rd, Bldg 906, Suite 600, Ausin, TX 78758

GROSS ANNUAL PREMIUM RATES FOR POLICY SERIES

ILTC-4300 and INH-4300 and Riders

Pennsylvania

Standard Underwriting Class Rates

Current Rates - Attained Ages 69-73

With Simple 5% Benefit Inflation Included

90-Day Elimination Period

		Nursing Home Base Policy Rate Per \$10 Daily Benefit Amount (DBA)						
Issue Age		Policy Lifetime Maximum Benefit					Issue Age	
		2 x 365 x DBA	3 x 365 x DBA	4 x 365 x DBA	5 x 365 x DBA	Unlimited		
18-34		12.04	14.59	16.53	18.23	23.15	18-34	
35-39		15.03	18.23	20.75	22.85	28.79	35-39	
40-44		19.67	24.07	27.45	30.13	37.82	40-44	
45-49		27.12	33.30	37.98	41.63	51.94	45-49	
50		35.64	43.82	49.92	54.64	68.04	50	
51		38.88	47.91	54.55	59.70	74.26	51	
52		42.27	52.12	59.43	64.97	80.70	52	
53		45.61	56.35	64.21	70.22	87.24	53	
54		49.12	60.72	69.24	75.69	93.97	54	
55		52.67	65.26	74.39	81.35	100.90	55	
56		56.36	69.90	79.77	87.19	107.99	56	
57		60.11	74.76	85.27	93.17	115.33	57	
58		63.56	79.03	90.20	98.47	121.78	58	
59		67.13	83.64	95.43	104.17	128.58	59	
60		71.14	88.71	101.23	110.37	136.15	60	
61		75.64	94.36	107.75	117.43	144.58	61	
62		80.73	100.89	115.13	125.45	154.22	62	
63		87.14	109.00	124.34	135.40	166.26	63	
64		94.25	117.96	134.62	146.57	179.77	64	
65		102.15	127.94	146.03	158.96	194.65	65	
66		110.78	138.85	158.45	172.42	210.98	66	
67		120.11	150.66	171.95	187.10	228.64	67	
68		129.54	162.53	185.48	201.80	246.42	68	
69		139.77	175.57	200.35	217.96	266.00	69	
70		151.18	189.92	216.76	235.84	287.59	70	
71		163.71	205.86	235.08	255.65	311.52	71	
72		177.75	223.63	255.37	277.69	338.16	72	
73		194.69	245.25	280.12	304.61	370.81	73	
74		213.09	268.67	307.01	333.69	406.03	74	
75		232.70	293.69	335.59	364.74	443.40	75	
76		253.27	319.89	365.65	392.81	482.43	76	
77		274.68	347.22	387.89	412.62	522.72	77	
78		295.96	374.43	427.90	461.65	562.12	78	
79		317.91	402.40	459.81	499.07	602.39	79	
80		340.53	431.17	492.68	534.46	643.42	80	
81		363.77	460.81	526.38	570.80	685.31	81	
82		387.62	491.27	561.08	608.09	728.02	82	
83		412.14	522.48	596.64	646.33	771.55	83	
84		437.27	554.55	633.11	685.47	815.95	84	
85		463.08	587.45	670.44	725.57	861.17	85	

Modal Adjustment Factors	
Semi-Annual	0.51
Quarterly	0.26
Monthly	0.09
Check-O-Matic	0.09

Elimination Period Adjustment Factors	
20-Day Elimination	1.22
90-Day Elimination	1.00
180-Day Elimination	0.90

Underwriting Class Adjustment Factors	
Preferred	0.88
Standard	1.00
Special Risk Class 3	1.35
Special Risk Class 4	1.65

NEW YORK LIFE INSURANCE COMPANY

11501 Burnet Rd, Bldg 906, Suite 600, Ausin, TX 78758

GROSS ANNUAL PREMIUM RATES FOR POLICY SERIES

ILTC-4300 and INH-4300 and Riders

Pennsylvania

Standard Underwriting Class Rates

Current Rates - Attained Ages 69-73

With Simple 5% Benefit Inflation Included

90-Day Elimination Period

		100% Home Health Care Additional Premium Rate Per \$10 Daily Benefit Amount (DBA)						
Issue Age		Policy Lifetime Maximum Benefit						Issue Age
		2 x 365 x DBA	3 x 365 x DBA	4 x 365 x DBA	5 x 365 x DBA	Unlimited		
18-34		6.38	8.30	9.74	10.84	14.89		18-34
35-39		8.46	11.01	12.83	14.23	19.27		35-39
40-44		11.72	15.13	17.58	19.48	25.96		40-44
45-49		16.60	21.41	24.87	27.37	36.00		45-49
50		20.46	26.33	30.58	33.63	43.93		50
51		21.95	28.29	32.78	35.99	46.92		51
52		23.58	30.35	35.15	38.61	50.15		52
53		25.42	32.72	37.83	41.56	53.78		53
54		27.36	35.19	40.69	44.64	57.55		54
55		29.47	37.80	43.71	47.88	61.53		55
56		31.61	40.56	46.87	51.27	65.54		56
57		33.86	43.40	50.08	54.72	69.75		57
58		35.86	45.95	52.97	57.90	73.42		58
59		38.00	48.58	56.01	61.16	77.28		59
60		40.32	51.55	59.33	64.71	81.54		60
61		42.91	54.81	62.99	68.69	86.27		61
62		45.83	58.45	67.18	73.16	91.55		62
63		49.33	62.92	72.26	78.65	98.06		63
64		53.22	67.90	77.88	84.78	105.32		64
65		57.57	73.35	84.07	91.41	113.32		65
66		62.28	79.29	90.87	98.76	122.02		66
67		67.36	85.80	98.27	106.75	131.56		67
68		71.75	91.30	104.47	113.39	139.57		68
69		76.80	97.63	111.80	121.29	148.93		69
70		82.88	105.28	120.48	130.71	160.23		70
71		90.19	114.65	131.15	142.28	174.18		71
72		99.20	126.04	144.17	156.37	191.13		72
73		112.42	142.93	163.53	177.33	216.84		73
74		127.18	161.85	185.21	200.89	245.63		74
75		143.31	182.47	208.81	226.49	276.90		75
76		160.41	204.33	233.73	250.16	309.98		76
77		178.25	227.17	253.81	270.00	344.15		77
78		195.29	248.98	283.44	302.10	376.35		78
79		212.71	271.37	309.07	333.04	409.07		79
80		230.59	294.24	334.50	360.39	442.31		80
81		248.89	317.69	359.67	387.43	476.11		81
82		267.50	341.67	384.61	414.28	510.39		82
83		286.63	366.17	409.38	440.87	545.22		83
84		306.08	391.26	433.91	467.21	580.60		84
85		325.99	416.87	458.25	493.36	616.47		85

Modal Adjustment Factors	
Semi-Annual	0.51
Quarterly	0.26
Monthly	0.09
Check-O-Matic	0.09

Elimination Period Adjustment Factors	
20-Day Elimination	1.22
90-Day Elimination	1.00
180-Day Elimination	0.90

Underwriting Class Adjustment Factors	
Preferred	0.88
Standard	1.00
Special Risk Class 3	1.35
Special Risk Class 4	1.65

NEW YORK LIFE INSURANCE COMPANY

11501 Burnet Rd, Bldg 906, Suite 600, Ausin, TX 78758

GROSS ANNUAL PREMIUM RATES FOR POLICY SERIES

ILTC-4300 and INH-4300 and Riders

Pennsylvania

Standard Underwriting Class Rates

Current Rates - Attained Ages 69-73

With Simple 6% Benefit Inflation Included

90-Day Elimination Period

Issue Age		Nursing Home Base Policy Rate Per \$10 Daily Benefit Amount (DBA)					Issue Age	
		Policy Lifetime Maximum Benefit						
		2 x 365 x DBA	3 x 365 x DBA	4 x 365 x DBA	5 x 365 x DBA	Unlimited		
18-34	13.16	16.01	18.17	19.99	25.51	18-34		
35-39	16.51	20.09	22.91	25.18	31.86	35-39		
40-44	21.66	26.59	30.38	33.29	41.95	40-44		
45-49	29.87	36.78	42.02	46.00	57.60	45-49		
50	38.93	48.01	54.79	59.90	74.89	50		
51	42.38	52.39	59.75	65.32	81.58	51		
52	46.00	56.90	65.00	70.98	88.52	52		
53	49.64	61.52	70.22	76.72	95.70	53		
54	53.48	66.30	75.73	82.72	103.10	54		
55	57.36	71.27	81.37	88.93	110.72	55		
56	61.39	76.34	87.26	95.33	118.50	56		
57	65.47	81.64	93.26	101.86	126.54	57		
58	69.19	86.24	98.58	107.58	133.52	58		
59	73.01	91.19	104.20	113.71	140.84	59		
60	77.30	96.62	110.42	120.35	148.98	60		
61	82.10	102.65	117.40	127.91	158.02	61		
62	87.52	109.63	125.29	136.49	168.36	62		
63	94.39	118.34	135.19	147.18	181.34	63		
64	101.99	127.93	146.22	159.17	195.89	64		
65	110.42	138.60	158.44	172.45	211.88	65		
66	119.60	150.23	171.70	186.83	229.39	66		
67	129.49	162.78	186.07	202.48	248.27	67		
68	139.43	175.32	200.38	218.08	267.20	68		
69	150.17	189.06	216.07	235.19	288.00	69		
70	162.14	204.14	233.34	254.08	310.88	70		
71	175.24	220.86	252.60	274.96	336.18	71		
72	189.92	239.48	273.89	298.15	364.30	72		
73	207.66	262.19	299.93	326.52	398.82	73		
74	226.91	286.75	328.19	357.10	435.98	74		
75	247.38	312.94	358.15	389.69	475.31	75		
76	268.79	340.28	389.58	418.37	516.26	76		
77	291.01	368.72	411.93	438.19	558.38	77		
78	312.95	396.86	454.25	490.26	599.27	78		
79	335.51	425.68	487.18	529.32	640.90	79		
80	358.69	455.23	521.00	565.74	683.14	80		
81	382.43	485.59	555.55	603.02	726.11	81		
82	406.72	516.70	591.04	641.16	769.76	82		
83	431.63	548.48	627.30	680.16	814.09	83		
84	457.09	581.06	664.39	719.96	859.16	84		
85	483.18	614.40	702.25	760.63	904.91	85		

Modal Adjustment Factors	
Semi-Annual	0.51
Quarterly	0.26
Monthly	0.09
Check-O-Matic	0.09

Elimination Period Adjustment Factors	
20-Day Elimination	1.22
90-Day Elimination	1.00
180-Day Elimination	0.90

Underwriting Class Adjustment Factors	
Preferred	0.88
Standard	1.00
Special Risk Class 3	1.35
Special Risk Class 4	1.65

NEW YORK LIFE INSURANCE COMPANY

11501 Burnet Rd, Bldg 906, Suite 600, Ausin, TX 78758

GROSS ANNUAL PREMIUM RATES FOR POLICY SERIES

ILTC-4300 and INH-4300 and Riders

Pennsylvania

Standard Underwriting Class Rates

Current Rates - Attained Ages 69-73

With Simple 6% Benefit Inflation Included

90-Day Elimination Period

		100% Home Health Care Additional Premium Rate Per \$10 Daily Benefit Amount (DBA)						
Issue Age		Policy Lifetime Maximum Benefit					Issue Age	
		2 x 365 x DBA	3 x 365 x DBA	4 x 365 x DBA	5 x 365 x DBA	Unlimited		
18-34		7.04	9.16	10.76	11.98	16.51	18-34	
35-39		9.36	12.19	14.21	15.77	21.42	35-39	
40-44		12.96	16.74	19.46	21.58	28.84	40-44	
45-49		18.30	23.62	27.46	30.24	39.89	45-49	
50		22.51	28.99	33.70	37.09	48.59	50	
51		24.13	31.13	36.10	39.66	51.86	51	
52		25.90	33.37	38.68	42.52	55.39	52	
53		27.90	35.95	41.60	45.74	59.36	53	
54		30.00	38.63	44.71	49.09	63.47	54	
55		32.29	41.46	47.99	52.61	67.81	55	
56		34.60	44.45	51.42	56.29	72.16	56	
57		37.03	47.52	54.89	60.02	76.73	57	
58		39.18	50.27	58.01	63.46	80.70	58	
59		41.48	53.09	61.28	66.97	84.86	59	
60		43.96	56.28	64.84	70.78	89.45	60	
61		46.73	59.77	68.76	75.05	94.54	61	
62		49.85	63.66	73.25	79.84	100.21	62	
63		53.59	68.45	78.70	85.74	107.22	63	
64		57.74	73.78	84.72	92.32	115.03	64	
65		62.38	79.60	91.34	99.41	123.62	65	
66		67.39	85.93	98.60	107.27	132.94	66	
67		72.78	92.86	106.49	115.80	143.15	67	
68		77.45	98.72	113.10	122.88	151.73	68	
69		82.80	105.43	120.90	131.30	161.72	69	
70		89.22	113.52	130.09	141.29	173.74	70	
71		96.91	123.41	141.37	153.54	188.56	71	
72		106.38	135.40	155.10	168.42	206.51	72	
73		120.26	153.18	175.52	190.55	233.77	73	
74		135.72	173.06	198.34	215.39	264.24	74	
75		152.60	194.69	223.14	242.33	297.28	75	
76		170.45	217.57	249.25	266.66	332.16	76	
77		189.04	241.43	269.83	287.04	368.09	77	
78		206.71	264.10	301.26	321.17	401.77	78	
79		224.72	287.32	327.89	353.91	435.89	79	
80		243.17	310.97	354.28	382.34	470.45	80	
81		262.01	335.17	380.36	410.40	505.50	81	
82		281.11	359.86	406.16	438.23	540.94	82	
83		300.72	385.03	431.76	465.75	576.86	83	
84		320.60	410.76	457.07	492.97	613.25	84	
85		340.92	436.97	482.15	519.96	650.05	85	

Modal Adjustment Factors	
Semi-Annual	0.51
Quarterly	0.26
Monthly	0.09
Check-O-Matic	0.09

Elimination Period Adjustment Factors	
20-Day Elimination	1.22
90-Day Elimination	1.00
180-Day Elimination	0.90

Underwriting Class Adjustment Factors	
Preferred	0.88
Standard	1.00
Special Risk Class 3	1.35
Special Risk Class 4	1.65

NEW YORK LIFE INSURANCE COMPANY
11501 Burnet Rd, Bldg 906, Suite 600, Ausin, TX 78758
GROSS ANNUAL PREMIUM RATES FOR POLICY SERIES
ILTC-4300 and INH-4300 and Riders
Pennsylvania
Current Rates - Attained Ages 69-73

Rates for Nonforfeiture Rider, and Elimination Period /
Waiver of Premium Enhancement Rider;
and Spouse/Sibling and Multi-Life Discounts

Nonforfeiture Rider

The Premium for the Nonforfeiture Rider is an additional 30% of the Total Premium for the Base Policy including Home Health Care and any attached Inflation Protection Riders.

Elimination Period / Waiver of Premium Enhancement Rider

The Premium for the Elimination Period / Waiver of Premium Enhancement Rider is an additional 3% of the Total Premium for the Base Policy including Home Health Care and any attached Inflation Protection and Nonforfeiture Riders.

Spouse/Sibling Discount

If both spouses or two or more siblings are covered, they all receive a 10% Spouse/Sibling Discount on their Total Premium. However, the Spouse/Sibling Discount is reduced to 7.5% if the policy is also receiving a Multi-Life Discount.

Multi-Life Discount Program

Multi-Life cases that are eligible for a discount on their Total Premium, based on the Estimated Number of Covered Lives, as shown in the table to the right.

Multi-Life Discount Premium Discount%	
Estimated Number of Covered Lives	Discount ¹ No Spouse
15-25	5%
26-100	7%
101+	10%

¹ The Spouse Discount over published rates is reduced from 10% to 7.5% for all multi-life programs.

NEW YORK LIFE INSURANCE COMPANY

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GROSS ANNUAL PREMIUM RATES FOR POLICY SERIES

ILTC-4300 and INH-4300 and Riders

Pennsylvania

Standard Underwriting Class Rates

New Increased Rates - Attained Ages 69-73

With No Inflation Benefit

90-Day Elimination Period

		Nursing Home Base Policy Rate Per \$10 Daily Benefit Amount (DBA)						
Issue Age		Policy Lifetime Maximum Benefit					Issue Age	
		2 x 365 x DBA	3 x 365 x DBA	4 x 365 x DBA	5 x 365 x DBA	Unlimited		
18-34		9.34	10.86	12.08	13.67	16.46	18-34	
35-39		11.06	12.95	14.43	16.24	19.49	35-39	
40-44		14.09	16.63	18.56	20.78	24.90	40-44	
45-49		19.39	23.06	25.78	28.68	34.28	45-49	
50		27.83	33.16	37.08	41.09	49.00	50	
51		31.00	36.99	41.40	45.82	54.61	51	
52		34.25	40.92	45.79	50.63	60.32	52	
53		36.92	44.23	49.53	54.69	65.16	53	
54		39.61	47.59	53.35	58.78	70.06	54	
55		42.37	51.05	57.26	63.00	75.11	55	
56		45.25	54.67	61.36	67.41	80.39	56	
57		48.30	58.52	65.71	72.09	85.96	57	
58		51.34	62.32	70.04	76.73	91.47	58	
59		54.71	66.54	74.79	81.88	97.56	59	
60		58.49	71.28	80.16	87.68	104.40	60	
61		62.84	76.72	86.28	94.29	112.20	61	
62		67.83	82.93	93.28	101.86	121.10	62	
63		73.79	90.34	101.63	110.93	131.75	63	
64		80.55	98.76	111.10	121.18	143.80	64	
65		88.16	108.23	121.77	132.69	157.33	65	
66		96.69	118.83	133.69	145.54	172.45	66	
67		106.15	130.59	146.96	159.79	189.21	67	
68		116.13	142.94	160.92	174.58	206.65	68	
69		127.27	156.77	176.54	191.12	226.20	69	
70		139.75	172.29	194.10	209.73	248.15	70	
71		153.79	189.75	213.85	230.70	272.92	71	
72		169.51	209.35	236.02	254.32	300.82	72	
73		188.27	232.80	262.55	282.84	334.60	73	
74		208.79	258.49	291.61	314.13	371.61	74	
75		230.99	286.29	323.05	347.99	411.58	75	
76		254.72	316.01	356.70	384.26	454.26	76	
77		279.89	347.59	388.15	412.92	499.41	77	
78		305.96	380.31	429.42	461.97	545.74	78	
79		333.37	414.70	468.29	504.34	594.27	79	
80		362.11	450.76	509.07	548.19	644.99	80	
81		392.18	488.52	551.77	594.07	697.90	81	
82		423.57	527.97	596.36	641.97	753.01	82	
83		456.30	569.10	642.84	691.91	810.33	83	
84		490.35	611.90	691.23	743.88	869.86	84	
85		525.74	656.42	741.52	797.89	931.58	85	
86*		562.47	702.60	793.70	853.92	995.51	86*	
87*		600.53	750.46	847.80	911.99	1,061.63	87*	
88*		639.91	800.02	903.79	972.08	1,129.96	88*	
89*		680.63	851.27	961.68	1,034.23	1,200.46	89*	
90*		722.68	904.18	1,021.47	1,098.38	1,273.19	90*	
91*		766.05	958.80	1,083.16	1,164.57	1,348.12	91*	
92*		810.77	1,015.09	1,146.76	1,232.79	1,425.23	92*	
93*		856.81	1,073.06	1,212.26	1,303.06	1,504.56	93*	
94*		904.19	1,132.73	1,279.65	1,375.33	1,586.08	94*	
95+*		952.90	1,194.08	1,348.95	1,449.65	1,669.79	95+*	

* To be used for purchases of offers for increased coverage only.

Modal Adjustment Factors	
Semi-Annual	0.51
Quarterly	0.26
Monthly	0.09
Check-O-Matic	0.09

Elimination Period Adjustment Factors	
20-Day Elimination	1.22
90-Day Elimination	1.00
180-Day Elimination	0.90

Underwriting Class Adjustment Factors	
Preferred	0.88
Standard	1.00
Special Risk Class 3	1.35
Special Risk Class 4	1.65

NEW YORK LIFE INSURANCE COMPANY

11501 Burnet Rd, Bldg 906, Suite 600, Ausin, TX 78758

GROSS ANNUAL PREMIUM RATES FOR POLICY SERIES

ILTC-4300 and INH-4300 and Riders

Pennsylvania

Standard Underwriting Class Rates

New Increased Rates - Attained Ages 69-73

With No Inflation Benefit

90-Day Elimination Period

		100% Home Health Care Additional Premium Rate Per \$10 Daily Benefit Amount (DBA)					
Issue Age	Policy Lifetime Maximum Benefit					Issue Age	
	2 x 365 x DBA	3 x 365 x DBA	4 x 365 x DBA	5 x 365 x DBA	Unlimited		
18-34	4.47	5.80	6.73	7.45	9.85	18-34	
35-39	5.74	7.41	8.60	9.47	12.35	35-39	
40-44	8.00	10.27	11.86	13.02	16.76	40-44	
45-49	11.75	15.02	17.28	18.88	24.00	45-49	
50	14.80	18.89	21.72	23.68	29.91	50	
51	16.02	20.43	23.46	25.58	32.22	51	
52	17.37	22.11	25.38	27.64	34.73	52	
53	18.88	24.03	27.52	29.96	37.53	53	
54	20.53	26.09	29.86	32.47	40.53	54	
55	22.29	28.28	32.35	35.13	43.69	55	
56	24.16	30.61	34.97	37.95	47.04	56	
57	26.11	33.06	37.74	40.92	50.53	57	
58	27.93	35.31	40.27	43.65	53.68	58	
59	29.87	37.74	43.01	46.56	57.10	59	
60	32.07	40.46	46.08	49.82	60.89	60	
61	34.52	43.51	49.50	53.49	65.13	61	
62	37.31	46.98	53.40	57.65	69.96	62	
63	40.64	51.14	58.09	62.64	75.78	63	
64	44.40	55.83	63.34	68.27	82.32	64	
65	48.60	61.05	69.19	74.54	89.64	65	
66	53.26	66.83	75.72	81.50	97.76	66	
67	58.38	73.23	82.90	89.18	106.73	67	
68	62.71	78.59	88.91	95.61	114.22	68	
69	67.86	85.01	96.14	103.30	123.22	69	
70	74.21	92.92	105.02	112.82	134.39	70	
71	82.06	102.73	116.07	124.67	148.31	71	
72	91.79	114.90	129.80	139.37	165.63	72	
73	106.17	132.94	150.19	161.28	191.68	73	
74	122.50	153.41	173.36	186.17	221.24	74	
75	140.45	175.99	198.88	213.57	253.75	75	
76	159.80	200.29	226.39	243.11	288.67	76	
77	180.24	226.01	251.88	267.96	325.45	77	
78	200.38	251.40	281.79	299.79	361.41	78	
79	221.36	277.85	311.71	331.60	398.71	79	
80	243.15	305.36	341.62	363.43	437.33	80	
81	265.77	333.92	371.52	395.24	477.28	81	
82	289.20	363.54	401.45	427.07	518.58	82	
83	313.46	394.21	431.35	458.88	561.18	83	
84	338.55	425.95	461.26	490.69	605.16	84	
85	364.44	458.74	491.19	522.52	650.43	85	
86*	391.17	492.58	557.13	597.50	697.04	86*	
87*	418.72	527.48	596.63	639.77	745.00	87*	
88*	447.08	563.44	637.33	683.30	794.28	88*	
89*	476.27	600.46	679.22	728.12	844.89	89*	
90*	506.27	638.52	722.30	774.21	896.85	90*	
91*	537.11	677.66	766.62	821.57	950.11	91*	
92*	568.75	717.84	812.09	870.20	1,004.73	92*	
93*	601.23	759.08	858.78	920.11	1,060.68	93*	
94*	634.52	801.37	906.66	971.30	1,117.95	94*	
95+*	668.62	844.74	955.72	1,023.74	1,176.56	95+*	

* To be used for purchases of offers for increased coverage only.

Modal Adjustment Factors	
Semi-Annual	0.51
Quarterly	0.26
Monthly	0.09
Check-O-Matic	0.09

Elimination Period Adjustment Factors	
20-Day Elimination	1.22
90-Day Elimination	1.00
180-Day Elimination	0.90

Underwriting Class Adjustment Factors	
Preferred	0.88
Standard	1.00
Special Risk Class 3	1.35
Special Risk Class 4	1.65

NEW YORK LIFE INSURANCE COMPANY

11501 Burnet Rd, Bldg 906, Suite 600, Ausin, TX 78758

GROSS ANNUAL PREMIUM RATES FOR POLICY SERIES

ILTC-4300 and INH-4300 and Riders

Pennsylvania

Standard Underwriting Class Rates

New Increased Rates - Attained Ages 69-73

With Compound 5% Benefit Inflation Included

90-Day Elimination Period

		Nursing Home Base Policy Rate Per \$10 Daily Benefit Amount (DBA)					
Issue Age	Policy Lifetime Maximum Benefit					Issue Age	
	2 x 365 x DBA	3 x 365 x DBA	4 x 365 x DBA	5 x 365 x DBA	Unlimited		
18-34	28.13	34.48	39.27	42.99	54.11	18-34	
35-39	35.47	43.62	49.68	54.35	68.09	35-39	
40-44	45.40	56.01	63.83	69.72	86.97	40-44	
45-49	59.41	73.54	83.81	91.47	113.56	45-49	
50	73.70	91.36	104.11	113.54	140.58	50	
51	79.10	98.11	111.80	121.89	150.79	51	
52	84.71	105.13	119.80	130.60	161.41	52	
53	90.32	112.20	127.89	139.40	172.17	53	
54	96.06	119.47	136.18	148.44	183.21	54	
55	101.95	126.88	144.67	157.67	194.45	55	
56	107.91	134.43	153.29	167.05	205.84	56	
57	113.96	142.09	162.05	176.55	217.36	57	
58	119.10	148.63	169.51	184.61	227.06	58	
59	124.53	155.53	177.36	193.08	237.23	59	
60	130.44	163.04	185.92	202.33	248.30	60	
61	137.08	171.42	195.49	212.64	260.65	61	
62	144.61	180.97	206.36	224.39	274.75	62	
63	154.27	193.17	220.26	239.42	292.81	63	
64	165.02	206.74	235.74	256.20	312.97	64	
65	176.86	221.69	252.75	274.66	335.18	65	
66	189.73	237.95	271.30	294.77	359.37	66	
67	203.64	255.50	291.33	316.49	385.51	67	
68	217.36	272.85	311.11	337.98	411.44	68	
69	232.35	291.78	332.75	361.43	439.76	69	
70	248.82	312.62	356.56	387.30	470.92	70	
71	267.06	335.75	382.97	415.96	505.46	71	
72	287.30	361.46	412.37	447.85	543.84	72	
73	312.24	393.17	448.72	487.30	591.61	73	
74	339.10	427.40	487.88	529.83	642.93	74	
75	367.56	463.65	529.40	574.82	697.02	75	
76	397.26	501.53	572.71	621.70	753.07	76	
77	427.87	540.56	615.06	654.33	810.33	77	
78	457.68	578.58	660.61	716.52	864.88	78	
79	488.06	617.32	704.70	763.87	919.85	79	
80	519.01	656.78	749.56	811.97	975.24	80	
81	550.52	696.99	795.19	860.79	1,031.04	81	
82	582.61	737.92	841.61	910.37	1,087.25	82	
83	615.25	779.58	888.79	960.67	1,143.89	83	
84	648.47	821.96	936.74	1,011.71	1,200.95	84	
85	682.25	865.07	985.48	1,063.49	1,258.43	85	

Modal Adjustment Factors	
Semi-Annual	0.51
Quarterly	0.26
Monthly	0.09
Check-O-Matic	0.09

Elimination Period Adjustment Factors	
20-Day Elimination	1.22
90-Day Elimination	1.00
180-Day Elimination	0.90

Underwriting Class Adjustment Factors	
Preferred	0.88
Standard	1.00
Special Risk Class 3	1.35
Special Risk Class 4	1.65

NEW YORK LIFE INSURANCE COMPANY

11501 Burnet Rd, Bldg 906, Suite 600, Ausin, TX 78758

GROSS ANNUAL PREMIUM RATES FOR POLICY SERIES

ILTC-4300 and INH-4300 and Riders

Pennsylvania

Standard Underwriting Class Rates

New Increased Rates - Attained Ages 69-73

With Compound 5% Benefit Inflation Included

90-Day Elimination Period

100% Home Health Care Additional Premium Rate Per \$10 Daily Benefit Amount (DBA)						
Issue Age	Policy Lifetime Maximum Benefit					Issue Age
	2 x 365 x DBA	3 x 365 x DBA	4 x 365 x DBA	5 x 365 x DBA	Unlimited	
18-34	16.52	21.34	24.87	27.42	36.60	18-34
35-39	21.30	27.46	31.90	35.12	46.31	35-39
40-44	27.81	35.76	41.44	45.50	59.35	40-44
45-49	36.82	47.24	54.61	59.83	77.14	45-49
50	43.57	55.87	64.50	70.57	90.51	50
51	46.12	59.13	68.22	74.62	95.53	51
52	48.87	62.58	72.20	78.92	100.82	52
53	51.95	66.50	76.66	83.78	106.72	53
54	55.19	70.63	81.36	88.86	112.85	54
55	58.57	74.89	86.23	94.13	119.19	55
56	62.05	79.29	91.23	99.53	125.66	56
57	65.58	83.75	96.31	105.01	132.18	57
58	68.57	87.52	100.59	109.62	137.62	58
59	71.72	91.47	105.08	114.43	143.26	59
60	75.14	95.76	109.94	119.65	149.36	60
61	78.89	100.50	115.30	125.44	156.14	61
62	83.14	105.85	121.37	131.96	163.81	62
63	88.45	112.55	128.96	140.14	173.49	63
64	94.34	119.97	137.40	149.23	184.30	64
65	100.80	128.14	146.70	159.24	196.19	65
66	107.85	137.03	156.79	170.14	209.16	66
67	115.43	146.62	167.72	181.92	223.23	67
68	121.79	154.63	176.78	191.68	234.80	68
69	129.12	163.89	187.33	203.04	248.31	69
70	137.90	175.02	199.98	216.72	264.65	70
71	148.57	188.54	215.41	233.39	284.69	71
72	161.54	205.06	234.28	253.81	309.30	72
73	180.90	229.75	262.57	284.50	346.81	73
74	202.57	257.42	294.26	318.91	388.80	74
75	226.08	287.45	328.72	356.28	434.28	75
76	250.98	319.29	365.21	395.86	482.23	76
77	276.81	352.34	401.16	426.75	531.67	77
78	301.25	383.66	438.94	475.72	577.71	78
79	326.16	415.60	475.53	515.27	624.25	79
80	351.55	448.15	512.79	555.52	671.32	80
81	377.41	481.34	550.77	596.53	718.91	81
82	403.74	515.14	589.43	638.25	767.02	82
83	430.53	549.58	628.81	680.70	815.65	83
84	457.78	584.63	668.87	723.90	864.79	84
85	485.49	620.30	709.64	767.80	767.80	85

Modal Adjustment Factors	
Semi-Annual	0.51
Quarterly	0.26
Monthly	0.09
Check-O-Matic	0.09

Elimination Period Adjustment Factors	
20-Day Elimination	1.22
90-Day Elimination	1.00
180-Day Elimination	0.90

Underwriting Class Adjustment Factors	
Preferred	0.88
Standard	1.00
Special Risk Class 3	1.35
Special Risk Class 4	1.65

NEW YORK LIFE INSURANCE COMPANY

11501 Burnet Rd, Bldg 906, Suite 600, Ausin, TX 78758

GROSS ANNUAL PREMIUM RATES FOR POLICY SERIES

ILTC-4300 and INH-4300 and Riders

Pennsylvania

Standard Underwriting Class Rates

New Increased Rates - Attained Ages 69-73

With Simple 5% Benefit Inflation Included

90-Day Elimination Period

Issue Age		Nursing Home Base Policy Rate Per \$10 Daily Benefit Amount (DBA)					Issue Age	
		Policy Lifetime Maximum Benefit						
		2 x 365 x DBA	3 x 365 x DBA	4 x 365 x DBA	5 x 365 x DBA	Unlimited		
18-34		17.44	21.16	23.98	26.42	33.56	18-34	
35-39		21.81	26.45	30.08	33.14	41.74	35-39	
40-44		28.54	34.88	39.81	43.68	54.85	40-44	
45-49		39.34	48.31	55.08	60.38	75.33	45-49	
50		51.68	63.56	72.38	79.24	98.65	50	
51		56.40	69.49	79.10	86.57	107.66	51	
52		61.30	75.57	86.19	94.18	117.02	52	
53		66.12	81.73	93.08	101.84	126.51	53	
54		71.21	88.04	100.40	109.73	136.26	54	
55		76.37	94.60	107.86	117.95	146.31	55	
56		81.70	101.37	115.66	126.41	156.59	56	
57		87.15	108.42	123.66	135.09	167.21	57	
58		92.14	114.57	130.79	142.78	176.57	58	
59		97.36	121.29	138.39	151.03	186.46	59	
60		103.14	128.63	146.81	160.03	197.40	60	
61		109.69	136.82	156.23	170.29	209.65	61	
62		117.08	146.28	166.93	181.91	223.60	62	
63		126.34	158.04	180.28	196.33	241.10	63	
64		136.65	171.06	195.20	212.53	260.65	64	
65		148.11	185.53	211.72	230.49	282.23	65	
66		160.64	201.33	229.74	249.99	305.90	66	
67		174.15	218.44	249.31	271.29	331.51	67	
68		187.83	235.69	268.97	292.63	357.30	68	
69		202.67	254.57	290.49	316.02	385.70	69	
70		219.20	275.39	314.30	341.98	417.00	70	
71		237.39	298.50	340.85	370.70	451.72	71	
72		257.76	324.25	370.27	402.67	490.32	72	
73		282.32	355.60	406.15	441.69	537.65	73	
74		308.99	389.59	445.16	483.83	588.76	74	
75		337.44	425.84	486.60	528.89	642.93	75	
76		367.22	463.86	530.20	569.56	699.51	76	
77		398.29	503.49	562.45	598.32	757.96	77	
78		429.16	542.91	620.47	669.37	815.09	78	
79		460.97	583.50	666.74	723.64	873.47	79	
80		493.76	625.21	714.37	774.99	932.94	80	
81		527.48	668.17	763.27	827.67	993.70	81	
82		562.07	712.32	813.56	881.72	1,055.61	82	
83		597.60	757.60	865.14	937.16	1,118.73	83	
84		634.05	804.10	918.03	993.93	1,183.11	84	
85		671.49	851.82	972.12	1,052.09	1,248.68	85	

Modal Adjustment Factors	
Semi-Annual	0.51
Quarterly	0.26
Monthly	0.09
Check-O-Matic	0.09

Elimination Period Adjustment Factors	
20-Day Elimination	1.22
90-Day Elimination	1.00
180-Day Elimination	0.90

Underwriting Class Adjustment Factors	
Preferred	0.88
Standard	1.00
Special Risk Class 3	1.35
Special Risk Class 4	1.65

NEW YORK LIFE INSURANCE COMPANY

11501 Burnet Rd, Bldg 906, Suite 600, Ausin, TX 78758

GROSS ANNUAL PREMIUM RATES FOR POLICY SERIES

ILTC-4300 and INH-4300 and Riders

Pennsylvania

Standard Underwriting Class Rates

New Increased Rates - Attained Ages 69-73

With Simple 5% Benefit Inflation Included

90-Day Elimination Period

Issue Age		100% Home Health Care Additional Premium Rate Per \$10 Daily Benefit Amount (DBA)					Issue Age	
		Policy Lifetime Maximum Benefit						
		2 x 365 x DBA	3 x 365 x DBA	4 x 365 x DBA	5 x 365 x DBA	Unlimited		
18-34	9.27	12.05	14.13	15.70	21.60	18-34		
35-39	12.29	15.96	18.60	20.62	27.95	35-39		
40-44	17.00	21.92	25.51	28.27	37.66	40-44		
45-49	24.10	31.02	36.08	39.68	52.20	45-49		
50	29.65	38.19	44.32	48.78	63.71	50		
51	31.82	41.03	47.51	52.18	68.02	51		
52	34.17	44.01	50.98	55.99	72.73	52		
53	36.88	47.43	54.87	60.26	77.98	53		
54	39.68	51.04	59.01	64.72	83.43	54		
55	42.74	54.83	63.40	69.43	89.24	55		
56	45.86	58.81	67.97	74.35	95.04	56		
57	49.11	62.91	72.59	79.37	101.13	57		
58	51.98	66.61	76.82	83.95	106.48	58		
59	55.12	70.44	81.21	88.66	112.05	59		
60	58.47	74.76	86.03	93.82	118.24	60		
61	62.22	79.46	91.35	99.59	125.08	61		
62	66.46	84.73	97.40	106.10	132.76	62		
63	71.54	91.24	104.79	114.04	142.18	63		
64	77.15	98.48	112.94	122.92	152.72	64		
65	83.45	106.35	121.89	132.54	164.34	65		
66	90.31	114.98	131.77	143.20	176.91	66		
67	97.68	124.43	142.50	154.78	190.78	67		
68	104.06	132.39	151.46	164.41	202.37	68		
69	111.36	141.56	162.14	175.85	215.97	69		
70	120.16	152.67	174.67	189.52	232.34	70		
71	130.76	166.23	190.17	206.32	252.56	71		
72	143.84	182.75	209.05	226.72	277.13	72		
73	163.02	207.24	237.14	257.13	314.43	73		
74	184.40	234.66	268.56	291.32	356.14	74		
75	207.80	264.59	302.78	328.42	401.50	75		
76	232.60	296.29	338.89	362.76	449.47	76		
77	258.49	329.41	368.03	391.51	499.00	77		
78	283.18	361.00	410.99	438.04	545.71	78		
79	308.41	393.50	448.16	482.90	593.16	79		
80	334.35	426.66	485.02	522.58	641.33	80		
81	360.87	460.67	521.52	561.79	690.38	81		
82	387.85	495.44	557.70	600.72	740.08	82		
83	415.61	530.96	593.60	639.28	790.58	83		
84	443.80	567.35	629.16	677.44	841.86	84		
85	472.69	604.49	664.49	715.37	893.88	85		

Modal Adjustment Factors	
Semi-Annual	0.51
Quarterly	0.26
Monthly	0.09
Check-O-Matic	0.09

Elimination Period Adjustment Factors	
20-Day Elimination	1.22
90-Day Elimination	1.00
180-Day Elimination	0.90

Underwriting Class Adjustment Factors	
Preferred	0.88
Standard	1.00
Special Risk Class 3	1.35
Special Risk Class 4	1.65

NEW YORK LIFE INSURANCE COMPANY

11501 Burnet Rd, Bldg 906, Suite 600, Ausin, TX 78758

GROSS ANNUAL PREMIUM RATES FOR POLICY SERIES

ILTC-4300 and INH-4300 and Riders

Pennsylvania

Standard Underwriting Class Rates

New Increased Rates - Attained Ages 69-73

With Simple 6% Benefit Inflation Included

90-Day Elimination Period

Issue Age		Nursing Home Base Policy Rate Per \$10 Daily Benefit Amount (DBA)					Issue Age	
		Policy Lifetime Maximum Benefit						
		2 x 365 x DBA	3 x 365 x DBA	4 x 365 x DBA	5 x 365 x DBA	Unlimited		
18-34	19.06	23.22	26.36	28.97	36.98	18-34		
35-39	23.96	29.15	33.21	36.52	46.19	35-39		
40-44	31.43	38.53	44.06	48.26	60.84	40-44		
45-49	43.33	53.36	60.94	66.72	83.54	45-49		
50	56.45	69.64	79.44	86.87	108.58	50		
51	61.48	75.99	86.64	94.72	118.27	51		
52	66.71	82.50	94.27	102.89	128.36	52		
53	71.96	89.23	101.79	111.27	138.78	53		
54	77.53	96.13	109.81	119.92	149.50	54		
55	83.17	103.31	117.98	128.94	160.55	55		
56	88.99	110.71	126.52	138.21	171.83	56		
57	94.92	118.40	135.25	147.69	183.46	57		
58	100.30	125.02	142.94	155.99	193.59	58		
59	105.89	132.24	151.11	164.86	204.24	59		
60	112.07	140.10	160.14	174.50	216.00	60		
61	119.06	148.84	170.22	185.49	229.14	61		
62	126.93	158.95	181.66	197.92	244.10	62		
63	136.85	171.58	196.01	213.41	262.97	63		
64	147.87	185.52	212.02	230.80	284.02	64		
65	160.10	200.99	229.71	250.05	307.21	65		
66	173.43	217.83	248.95	270.88	332.59	66		
67	187.75	236.01	269.78	293.59	359.97	67		
68	202.17	254.24	290.58	316.24	387.43	68		
69	217.75	274.13	313.28	341.00	417.60	69		
70	235.09	296.01	338.34	368.43	450.77	70		
71	254.11	320.25	366.25	398.70	487.48	71		
72	275.41	347.23	397.12	432.34	528.22	72		
73	301.13	380.16	434.87	473.46	578.26	73		
74	329.03	415.81	475.87	517.77	632.19	74		
75	358.73	453.75	519.31	565.07	689.20	75		
76	389.72	493.43	564.90	606.62	748.56	76		
77	421.97	534.67	597.31	635.40	809.67	77		
78	453.80	575.43	658.68	710.85	868.96	78		
79	486.49	617.26	706.43	767.50	929.31	79		
80	520.09	660.10	755.43	820.35	990.53	80		
81	554.54	704.10	805.57	874.39	1,052.86	81		
82	589.77	749.19	857.00	929.67	1,116.13	82		
83	625.86	795.30	909.60	986.21	1,180.41	83		
84	662.79	842.54	963.39	1,043.94	1,245.76	84		
85	700.64	890.90	1,018.24	1,102.93	1,312.10	85		

Modal Adjustment Factors	
Semi-Annual	0.51
Quarterly	0.26
Monthly	0.09
Check-O-Matic	0.09

Elimination Period Adjustment Factors	
20-Day Elimination	1.22
90-Day Elimination	1.00
180-Day Elimination	0.90

Underwriting Class Adjustment Factors	
Preferred	0.88
Standard	1.00
Special Risk Class 3	1.35
Special Risk Class 4	1.65

NEW YORK LIFE INSURANCE COMPANY

11501 Burnet Rd, Bldg 906, Suite 600, Ausin, TX 78758

GROSS ANNUAL PREMIUM RATES FOR POLICY SERIES

ILTC-4300 and INH-4300 and Riders

Pennsylvania

Standard Underwriting Class Rates

New Increased Rates - Attained Ages 69-73

With Simple 6% Benefit Inflation Included

90-Day Elimination Period

		100% Home Health Care Additional Premium Rate Per \$10 Daily Benefit Amount (DBA)						
Issue Age		Policy Lifetime Maximum Benefit					Issue Age	
		2 x 365 x DBA	3 x 365 x DBA	4 x 365 x DBA	5 x 365 x DBA	Unlimited		
18-34		10.23	13.30	15.61	17.35	23.95	18-34	
35-39		13.60	17.67	20.60	22.85	31.07	35-39	
40-44		18.80	24.25	28.24	31.32	41.84	40-44	
45-49		26.57	34.22	39.84	43.84	57.84	45-49	
50		32.62	42.05	48.84	53.80	70.47	50	
51		34.98	45.15	52.32	57.50	75.18	51	
52		37.53	48.39	56.10	61.66	80.33	52	
53		40.48	52.11	60.34	66.32	86.07	53	
54		43.51	56.03	64.84	71.17	92.01	54	
55		46.83	60.14	69.61	76.29	98.35	55	
56		50.20	64.45	74.57	81.63	104.64	56	
57		53.71	68.88	79.56	87.06	111.25	57	
58		56.79	72.87	84.13	92.01	117.04	58	
59		60.17	76.98	88.85	97.08	123.04	59	
60		63.75	81.62	94.02	102.62	129.71	60	
61		67.76	86.65	99.72	108.81	137.07	61	
62		72.29	92.28	106.20	115.79	145.32	62	
63		77.72	99.26	114.13	124.32	155.46	63	
64		83.70	107.01	122.86	133.85	166.80	64	
65		90.42	115.41	132.43	144.14	179.28	65	
66		97.72	124.61	142.98	155.54	192.74	66	
67		105.54	134.67	154.42	167.90	207.59	67	
68		112.33	143.15	163.97	178.17	220.00	68	
69		120.06	152.87	175.34	190.36	234.52	69	
70		129.35	164.62	188.60	204.86	251.93	70	
71		140.50	178.93	204.99	222.65	273.41	71	
72		154.25	196.32	224.90	244.19	299.43	72	
73		174.39	222.10	254.53	276.30	338.98	73	
74		196.78	250.91	287.60	312.35	383.12	74	
75		221.27	282.31	323.56	351.39	431.05	75	
76		247.16	315.49	361.39	386.69	481.63	76	
77		274.14	350.09	391.26	416.22	533.71	77	
78		299.74	382.92	436.83	465.69	582.57	78	
79		325.82	416.63	475.45	513.16	632.05	79	
80		352.59	450.92	513.70	554.41	682.13	80	
81		379.89	486.02	551.52	595.10	733.00	81	
82		407.58	521.82	588.95	635.45	784.38	82	
83		436.04	558.31	626.05	675.36	836.46	83	
84		464.85	595.63	662.74	714.79	889.20	84	
85		494.34	633.64	699.15	753.94	942.57	85	

Modal Adjustment Factors	
Semi-Annual	0.51
Quarterly	0.26
Monthly	0.09
Check-O-Matic	0.09

Elimination Period Adjustment Factors	
20-Day Elimination	1.22
90-Day Elimination	1.00
180-Day Elimination	0.90

Underwriting Class Adjustment Factors	
Preferred	0.88
Standard	1.00
Special Risk Class 3	1.35
Special Risk Class 4	1.65

NEW YORK LIFE INSURANCE COMPANY
11501 Burnet Rd, Bldg 906, Suite 600, Ausin, TX 78758
GROSS ANNUAL PREMIUM RATES FOR POLICY SERIES
ILTC-4300 and INH-4300 and Riders
Pennsylvania
New Increased Rates - Attained Ages 69-73

Rates for Nonforfeiture Rider, and Elimination Period /
Waiver of Premium Enhancement Rider;
and Spouse/Sibling and Multi-Life Discounts

Nonforfeiture Rider

The Premium for the Nonforfeiture Rider is an additional 30% of the Total Premium for the Base Policy including Home Health Care and any attached Inflation Protection Riders.

Elimination Period / Waiver of Premium Enhancement Rider

The Premium for the Elimination Period / Waiver of Premium Enhancement Rider is an additional 3% of the Total Premium for the Base Policy including Home Health Care and any attached Inflation Protection and Nonforfeiture Riders.

Spouse/Sibling Discount

If both spouses or two or more siblings are covered, they all receive a 10% Spouse/Sibling Discount on their Total Premium. However, the Spouse/Sibling Discount is reduced to 7.5% if the policy is also receiving a Multi-Life Discount.

Multi-Life Discount Program

Multi-Life cases that are eligible for a discount on their Total Premium, based on the Estimated Number of Covered Lives, as shown in the table to the right.

Multi-Life Discount Premium Discount%	
Estimated Number of Covered Lives	Discount ¹ No Spouse
15-25	5%
26-100	7%
101+	10%

¹ The Spouse Discount over published rates is reduced from 10% to 7.5% for all multi-life programs.

State:	Pennsylvania	Filing Company:	New York Life Insurance Company
TOI/Sub-TOI:	LTC03I Individual Long Term Care/LTC03I.001 Qualified		
Product Name:	Long-Term Care		
Project Name/Number:	2019 Rate Increase/145NYL-30.02		

Supporting Document Schedules

Satisfied - Item:	Transmittal Letter (A&H)
Comments:	
Attachment(s):	PA_CovLtr_4.0_RS_20191101.pdf
Item Status:	
Status Date:	

Bypassed - Item:	Actuarial Certification (A&H)
Bypass Reason:	Not applicable as this is not a form filing.
Attachment(s):	
Item Status:	
Status Date:	

Satisfied - Item:	Actuarial Memorandum and Explanatory Information (A&H)
Comments:	
Attachment(s):	PA_AM_4.0_RS_20191101.pdf
Item Status:	
Status Date:	

Bypassed - Item:	Advertisements (A&H)
Bypass Reason:	Not applicable as this is not an advertisement filing.
Attachment(s):	
Item Status:	
Status Date:	

Satisfied - Item:	Authorization to File (A&H)
Comments:	Not Applicable: The company is filing on behalf of itself.
Attachment(s):	
Item Status:	
Status Date:	

Bypassed - Item:	Insert Page Explanation (A&H)
Bypass Reason:	Not applicable as there are no page inserts.
Attachment(s):	
Item Status:	
Status Date:	

State:	Pennsylvania	Filing Company:	New York Life Insurance Company
TOI/Sub-TOI:	LTC03I Individual Long Term Care/LTC03I.001 Qualified		
Product Name:	Long-Term Care		
Project Name/Number:	2019 Rate Increase/145NYL-30.02		

Satisfied - Item:	Rate Table (A&H)
Comments:	Rate tables are attached on the Rate/Rule Schedule tab.
Attachment(s):	
Item Status:	
Status Date:	

Bypassed - Item:	Replacement Form with Highlighted Changes (A&H)
Bypass Reason:	Not applicable as this is not a form filing.
Attachment(s):	
Item Status:	
Status Date:	

Bypassed - Item:	Advertisement Compliance Certification
Bypass Reason:	Not applicable as this is not an advertisement filing.
Attachment(s):	
Item Status:	
Status Date:	

Bypassed - Item:	Reserve Calculation (A&H)
Bypass Reason:	Not applicable as this is not a form filing.
Attachment(s):	
Item Status:	
Status Date:	

Bypassed - Item:	Variability Explanation (A&H)
Bypass Reason:	Not applicable as this is not a form filing.
Attachment(s):	
Item Status:	
Status Date:	

Satisfied - Item:	Supplement to the Actuarial Memorandum
Comments:	
Attachment(s):	PA_Supplement_4.0_20191101.pdf
Item Status:	
Status Date:	

Satisfied - Item:	Numerical Data in Excel
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SERFF Tracking #:	NWLT-131979666	State Tracking #:	NWLT-131979666	Company Tracking #:	4.0
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State:	Pennsylvania	Filing Company:	New York Life Insurance Company
TOI/Sub-TOI:	LTC03I Individual Long Term Care/LTC03I.001 Qualified		
Product Name:	Long-Term Care		
Project Name/Number:	2019 Rate Increase/145NYL-30.02		

Comments:	Numerical Data in Excel
Attachment(s):	PA_Exhibits and Supplement Attachments_4.0_RS_20191101.xlsb
Item Status:	
Status Date:	

Satisfied - Item:	Original Policy Forms and Riders
Comments:	
Attachment(s):	PA 4.0 Policies.pdf PA 4.0 Riders & App.pdf
Item Status:	
Status Date:	

SERFF Tracking #:	NWLT-131979666	State Tracking #:	NWLT-131979666	Company Tracking #:	4.0
State:	Pennsylvania			Filing Company:	New York Life Insurance Company
TOI/Sub-TOI:	LTC03I Individual Long Term Care/LTC03I.001 Qualified				
Product Name:	Long-Term Care				
Project Name/Number:	2019 Rate Increase/145NYL-30.02				

Attachment PA_Exhibits and Supplement Attachments_4.0_RS_20191101.xlsb is not a PDF document and cannot be reproduced here.



New York Life Insurance Company

Long Term Care
11501 Burnet Rd, Bldg 906, Suite 600
Austin, TX 78758
Bus: 512-344-5831
E-Mail: sbabcock@newyorklifeltc.com

Sheryl Babcock, FSA, MAAA
Corporate Vice President and Actuary
Long Term Care Insurance

November 1, 2019

Honorable Jessica Altman
Insurance Commissioner

Pennsylvania Department of Insurance (Department)
1326 Strawberry Square
Harrisburg, Pennsylvania 17120

RE: New York Life Insurance Company (New York Life)
Company NAIC # 66915
SERFF Tracking # NWLT-131979666
Policy Forms: Comprehensive
Nursing Home Only

ILTC-4300, et al.
INH-4300, et al.

Dear Commissioner Altman:

The above-listed policy forms represent individual policy forms providing comprehensive and nursing home only long-term care coverage. These policy forms were issued in Pennsylvania from October 1998 through June 2004 and are no longer being marketed in any jurisdiction.

New York Life is requesting the approval of an average premium rate increase of 24.7% on these policy forms. The premium rate increase currently being requested is necessary due to higher than expected policy persistency and higher projected claims.

The company is requesting an 80.0% rate increase for policyholders with an attained age under 69, a 45.0% rate increase for policyholders with an attained age of 69 to 73, and a 0.0% rate increase for policyholders with an attained age 74 or above as of January 1, 2020.

Policyholders who reach attained age 74 as of January 1, 2020 will not receive a rate increase on their current premium. However, for those policyholders who have an attained age of 74 or older as of January 1, 2020, the 45.0% premium rate increase will apply to any voluntary plan changes elected by the policyholder after the implementation date of the rate increase or any voluntary future purchase options elected by the policyholder. Policyholders who have not reached attained age 74 as of January 1, 2020 will receive the rate increase on any future benefit changes regardless of age.

Policyholders who had reached attained age 75 at the time of implementation of the rate increase approved in 2013 will not receive a rate increase on any premium including voluntary plan changes or voluntary future purchase options elected by the policyholder.

As noted in the actuarial memorandum, although our analysis indicates that a rate increase is necessary at all ages, we have decided to reduce the increase for any of our insureds who have attained age of 69 to 73 and forgo the increase for any of our insureds who have attained age 74 and above as of January 1, 2020. The company will be absorbing the cost of reducing the increase for those policyholders who have reached attained age 69 and the

increases on those below attained age 69 have not been increased to subsidize insureds with attained ages 69 and higher.

New York Life has elected to take a unique approach to our current request for a premium rate increase by guaranteeing premium rates in the future where the full amount of our requested premium increase is approved. As such, the company will update each policyholder's policy, via an endorsement, to be non-cancellable rather than guaranteed renewable for those policy forms where our request is approved.

Making rates non-cancellable is extremely valuable to the policyholder. It would help eliminate policyholders' concerns about receiving another rate increase in the future as policyholders would benefit from a guaranteed rate for the life of their contract. Guaranteed rates would help them make a more informed decision about their options once the premium increase is implemented.

In addition to guaranteeing premiums for all policyholders who receive a premium increase, policies subject to the attained age carve-out referenced above will also be non-cancellable for those policy forms where the full amount of the premium increase is approved. Policies will also be non-cancellable if the policyholder is on claim, or if the policyholder changes benefits.

If less than the fully requested amount is approved, each policyholder's contract will remain guaranteed renewable. In that case, the company will continue to monitor the business and reserves the right to request additional rate increases in the future.

As noted in the actuarial memorandum, one prior increase has been approved and implemented on these forms. On February 20, 2013, we filed for an average premium increase of 23.8%. On September 12, 2013, a 20.0% rate increase was approved and implemented on each contract's next billing anniversary beginning March 1, 2014 for policyholders with an attained age under 75 and a 0.0% rate increase for policyholders with an attained age of 75 or above.

New York Life will offer insureds affected by the premium increase the option of reducing their policy benefits to provide flexibility of choice for those insureds who wish to maintain a premium level reasonably similar to what they were paying prior to the rate increase. **The company will also offer a contingent nonforfeiture benefit to policyholders who receive a rate increase and do not have the optional nonforfeiture benefit.**

New York Life plans to file a "Non-Cancellable - Endorsement" for approval in the near future. This endorsement would be attached to all policies issued on these forms in the state upon implementation of the full rate increase.

Honorable Jessica Altman
November 1, 2019

The following electronic items are included with this submission:

- this cover letter;
- an actuarial memorandum;
- a supplement to the actuarial memorandum; and
- rate schedules.

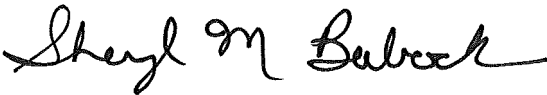
No filing fee is required for this submission.

The contact person for this filing is:

Jeanette Slabaugh
Senior Associate, Compliance
New York Life Insurance Company
11501 Burnet Rd, Bldg 906, Suite 600
Austin, TX 78758
(512) 344-5823
jslabaugh@newyorklifeltc.com

Thank you for your assistance in reviewing this filing.

Respectfully,

A handwritten signature in black ink, reading "Sheryl M. Babcock". The signature is fluid and cursive, with the first name "Sheryl" and middle initial "M" being more prominent than the last name "Babcock".

Sheryl Babcock, FSA, MAAA
Corporate Vice President and Actuary

Enclosures

NEW YORK LIFE INSURANCE COMPANY

Address: 11501 Burnet Rd, Bldg 906, Suite 600, Austin, TX 78758

Actuarial Memorandum for the Generation 4.0 Policy Forms

November 1, 2019

Product
Comprehensive
Nursing Home Only

Number
ILTC-4300, et al.
INH-4300, et al.

New York Life Insurance Company (New York Life) is requesting a rate increase on the above listed long-term care policy forms. These policy forms were issued in Pennsylvania from October 1998 through June 2004 and are no longer being marketed in any jurisdiction.

Nationwide, the company is requesting the same rate increase.

1. Purpose of Filing

This actuarial memorandum has been prepared for the purpose of demonstrating that the requested rate increase meets the minimum requirements of sections 19 and 20 of the 2014 National Association of Insurance Commissioners (NAIC) Long-Term Care Insurance Model Regulation (Model Regulation). The enclosed supplement to the actuarial memorandum demonstrates compliance with the applicable regulatory requirements of this jurisdiction to the extent they differ from the Model Regulation, and includes other commonly requested information of this jurisdiction. It may not be suitable for other purposes.

2. Requested Rate Increase

New York Life is requesting the approval of an average premium rate increase of 24.7% on the above listed policy forms. The premium rate increase currently being requested is necessary due to higher than expected policy persistency and higher projected claims.

The company is requesting an 80.0% rate increase for policyholders with an attained age under 69, a 45.0% rate increase for policyholders with an attained age of 69 to 73, and a 0.0% rate increase for policyholders with an attained age 74 or above as of January 1, 2020.

Policyholders who reach attained age 74 as of January 1, 2020 will not receive a rate increase on their current premium. However, for those policyholders who have an attained age of 74 or older as of January 1, 2020, the 45.0% premium rate increase will apply to any voluntary plan changes elected by the policyholder after the implementation date of the rate increase or any voluntary future purchase options elected by the policyholder. Policyholders who have not reached attained age 74 as of January 1, 2020 will receive the rate increase on any future benefit changes regardless of age.

Policyholders who had reached attained age 75 at the time of implementation of the rate increase approved in 2013 will not receive a rate increase on any premium including voluntary plan changes or voluntary future purchase options elected by the policyholder.

Although our analysis indicates that a rate increase is necessary at all ages, we have decided to reduce the increase for any of our insureds who have attained age of 69 to 73 and forgo the increase for any of our insureds who have attained age 74 and above as of January 1, 2020. The company will be absorbing the cost of reducing the increase for those policyholders who have reached attained age 69 and the increases on those below attained age 69 have not been increased to subsidize insureds with attained ages 69 and higher.

This approach, which is in the best interests of our insureds, deviates from Actuarial Standards of Practice No. 12, section 3.2.1.

Projected experience assuming this increase is implemented is shown in Exhibit I.

New York Life has elected to take a unique approach to our current request for a premium rate increase by guaranteeing premium rates in the future where the full amount of our requested premium increase is approved. As such, the company will update each policyholder's policy, via an endorsement, to be

NEW YORK LIFE INSURANCE COMPANY

Address: 11501 Burnet Rd, Bldg 906, Suite 600, Austin, TX 78758

Actuarial Memorandum for the Generation 4.0 Policy Forms

November 1, 2019

non-cancellable rather than guaranteed renewable for those policy forms where our request is approved.

If less than the fully requested amount is approved, each policyholder's contract will remain guaranteed renewable. In that case, the company will continue to monitor the business and reserves the right to request additional rate increases in the future.

We believe that endorsing existing policies to make rates non-cancellable if the full increase is approved is in the best interest of our insureds because it will provide policyowners with certainty regarding future premiums and promote informed decisions. The requested rate increase was justified solely on the experience from the existing products and did not include an additional charge for the decision to make policies non-cancellable.

Corresponding rate tables, for policyholders with attained ages under age 69 and for policyholders with attained ages of 69 to 73 as of January 1, 2020, reflecting the rate increase are enclosed with this memorandum. These rate tables will also be used for any voluntary plan changes or any future purchase options elected by the policyholder. Because increased rates are still in excess of minimum loss ratios and policies will be endorsed to be non-cancellable, rather than guaranteed renewable where the full amount of our request is approved, the rates are not capped at the new business rate schedules. The current rate tables are also enclosed with this filing and will continue to apply to the current premium for policyholders with attained age 74 and over as of January 1, 2020 and all policyholders who were attained age 75 at the time of the implementation of the last rate filing. Please note that the actual rates implemented may vary slightly due to implementation rounding algorithms.

3. Description of Benefits

These are federally tax-qualified, individually underwritten policy forms providing benefits for confinement in a nursing home or an assisted living facility up to a daily maximum benefit amount. A daily maximum benefit, benefit period, and elimination period were selected at issue.

Under form series ILTC-4300 benefits were also available for home and community-based care expenses up to a percentage of the nursing home daily benefit. Under form series INH-4300 no home health care benefits could be selected, but they could be added by rider after purchase (with underwriting).

At issue the insured may have had the option to choose between three inflation options: a simple inflation option, a compound inflation option, or a future purchase option. The simple inflation option provides for daily maximums and policy lifetime maximums that increase on each policy anniversary date by a fixed percentage (ranging from 1% to 6%) of the original amounts annually for the life of the policy. The compound inflation option provides for daily maximums and policy lifetime maximums that increase on each policy anniversary date by 5% of the current amount annually for the life of the policy. The future purchase option provides an option to purchase 5% annual increases in daily and policy maximums, without additional underwriting. This option allows up to four refusals, after which no future purchase options are allowed.

At issue, the insured may have had the option of selecting a nonforfeiture benefit rider. A rider providing that the policy becomes paid upon the death of the insured's spouse if certain conditions are satisfied may also have been available to insureds.

4. Renewability

These policy forms are guaranteed renewable for life. If the requested rate increase is approved in full, the company will update each policyholder's contract to be non-cancellable rather than guaranteed renewable.

NEW YORK LIFE INSURANCE COMPANY

Address: 11501 Burnet Rd, Bldg 906, Suite 600, Austin, TX 78758

Actuarial Memorandum for the Generation 4.0 Policy Forms

November 1, 2019

5. Applicability

This filing is applicable to in-force policies only. The above listed policy forms are no longer being sold in any jurisdiction. The premium change will apply to the base forms and all riders associated with the base forms for policyholders with an attained age under 74 as of January 1, 2020. The rate changes will also be used for any voluntary plan changes or future purchase options elected by the policyholder. The current rates will continue to apply to the current premium for policyholders with attained age 74 and over as of January 1, 2020 and all policyholders who were attained age 75 at the time of the implementation of the last rate filing.

6. Actuarial Assumptions

The following assumptions are used to project the experience shown in this filing.

- a. Morbidity reflects claim costs developed using the 2017 *Milliman Long-Term Care Guidelines (Guidelines)*, adjusted for New York Life's current experience relative to the *Guidelines*. The claim costs were adjusted to reflect the effects of elimination periods, policy maximums, salvage, and benefit eligibility standards.
- b. Mortality Rates reflect the 2012 Individual Annuity Mortality Basic gender-distinct table (2012 IAM). The mortality rates were adjusted for mortality selection (varies by marital status, gender, policy duration, and issue age), underwriting selection factors (vary by policy duration and underwriting class), issue age factors, and attained age factors, based on company experience. Mortality improvement (varies by attained age and gender) is assumed through the valuation date.
- c. Voluntary Lapse Rates vary by duration, issue age, gender and marital status as developed from historical experience.
- d. Benefit Expiry Rates reflect assumed policy termination due to exhaustion of benefits on limited benefit period policies. The rates are based on historical experience and vary by gender, marital status, benefit period, attained age and duration.
- e. Insured Behavior Due to the Rate Increase. In the year of rate increase implementation, an additional 0.7% of in-force policyholders on average are assumed to lapse, and a 1.1% reduction in premiums and claims on average is assumed due to reduced benefit option elections. A cumulative 0.3% increase in morbidity on average is assumed due to adverse selection from the rate increase.
- f. Interest Rate is assumed to follow the best estimate assumption of 4.0%.
- g. Annual Improvement is not assumed prospectively for morbidity or mortality.
- h. Expenses have not been explicitly projected. Originally filed expense assumptions are assumed to remain appropriate. Normal New York Life renewal commission rates will be applied on any increase in premium.
- i. Dividends are not projected in the current experience as the company has not historically paid a dividend on the above listed policy forms and does not anticipate paying a dividend in the future on the above listed policy forms.

The above assumptions are based on the experience of policies issued by New York Life, industry experience, and actuarial judgment. These assumptions are based on the nationwide experience of the particular policy forms in this filing and similar forms nationwide and are deemed reasonable for the particular policy forms in this filing.

In developing the morbidity assumption, the claim experience period spans from 2007 through 2016. For the persistency assumptions, the policy termination experience period spans from 2007 through

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2016. The above assumptions are deemed reasonable for the particular policy forms in this filing. The assumptions described above reflect an estimate of the most likely outcome and do not reflect an explicit margin for conservatism.

Although the rates will become non-cancellable rather than guaranteed renewable, if the requested rate increase is approved in full, an explicit non-cancellable morbidity margin assumption for conservatism has not been included. Including a non-cancellable morbidity margin in the projections is unnecessary as the decision to make the rates non-cancellable is not based on an expected or required return on the business.

In establishing the assumptions described in this section, the policy design, underwriting, and claims adjudication practices for the above-referenced policy forms were taken into consideration. Appendix A to this memorandum provides a description of the development of and justification for the assumptions used in this filing.

7. Marketing Method

These policy forms were marketed by New York Life career agents and independent brokers.

8. Underwriting Description

These policies were individually underwritten with selective use of underwriting tools, which may have included face-to-face assessments and reviews of medical records. Four underwriting classes were utilized depending on the applicant's medical history.

9. Premiums

Premiums are unisex and payable for life except if the policy becomes paid up as described in Section 3 above. The premiums may vary by policy form, issue age, underwriting classification, benefit level, inflation option, premium mode, marital status, elimination period, benefit period, and optional coverages chosen.

A multi-life discount is also applied where policies were marketed on other than a one to one basis.

10. Issue Age Range

Issue ages are from 18 to 85.

11. Area Factors

Area factors are not used for the above listed policy forms.

12. Premium Modalization Rules

The following modal factors and percent distributions (based on the nationwide in-force insured count as of December 31, 2018) are applied to the annual premium (AP):

Premium Mode	Modal Factors	Percent Distribution
Annual	1.00*AP	33.6%
Semi-Annual	0.51*AP	5.6%
Quarterly	0.26*AP	7.4%
Monthly	0.09*AP	53.4%

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13. Reserves

Active life reserves have not been used in this rate increase analysis, except as described in the supplement to the actuarial memorandum. Claim reserves as of December 31, 2018 have been discounted to the incurral date of each respective claim and included in historical incurred claims. Incurred but not reported (IBNR) reserve balances as of December 31, 2018 have been allocated to a calendar year of incurral and included in historic incurred claims.

14. Trend Assumptions

As this is not medical insurance, an explicit medical cost trend is not included in the projections.

15. Demonstration of Satisfaction of Loss Ratio Requirements

Exhibit I provides actual and projected experience using current assumptions. Actual experience is provided from inception through 2018 and then projected on a seriatim basis for 75 years using the current assumptions described above in Section 6. The actual experience and projections have been restated to reflect the rate level approved in Pennsylvania on a nationwide basis. The restated nationwide projections assume the previously approved rate increases in Pennsylvania were implemented on each policy's first anniversary on or after the effective date of the increase. The after increase projected experience reflects the requested increase on a seriatim basis. The projections reflecting the rate increase assume that the increase is effective on each policy's first anniversary on or after January 1, 2020, but no sooner than 12 months after the prior rate increase was effective. The projections reflecting the rate increase also assume that no increase is applied to policyholders subject to the attained age carve-out.

Values in Exhibit I are shown (a) before and (b) after the requested rate increase. Included are calendar year earned premiums, incurred claims, end of year lives, annual loss ratios, and cumulative loss ratios. As shown in Exhibit I, the anticipated lifetime loss ratio with and without the requested rate increase exceeds the minimum loss ratio required by regulation.

Exhibit II provides a demonstration that the requested rate increase meets the 58%/85% minimum loss ratio test under moderately adverse conditions as required by post-rate stability regulation. This exhibit shows that the sum of the accumulated value of incurred claims without the inclusion of active life reserves, and the present value of projected incurred claims, without the inclusion of active life reserves, will not be less than the sum of the following:

1. Accumulated value of the initial earned premium times 58%,
2. 85% of the accumulated value of prior premium rate schedule increases,
3. Present value of projected initial earned premium times 58%, and
4. 85% of the present value of projected premium in excess of the projected initial earned premium.

The historical and future projected incurred claims were increased by 5.0% from the best-estimate projections in Exhibit I to reflect assumptions that include moderately adverse conditions (equates to a 5% deterioration in the lifetime loss ratio). Present and accumulated values in Exhibit II are determined at the maximum valuation interest rate for contract reserves over the issue period, which varies by issue year from 3.5% to 5.5%. The values shown in Exhibit II do not tie to those in Exhibit I because of differences in the interest rates used to accumulate and discount the values and because the incurred claims in Exhibit II are increased by 5.0% to reflect moderately adverse experience.

16. Actual-to-Expected Experience

Actual experience and projections in Exhibit I have been restated to reflect the rate level approved in Pennsylvania on a nationwide basis as described in section 15 above. Expected experience in Exhibit I uses the actual policies sold and projects from issue on a seriatim basis using the original pricing assumptions.

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Exhibit III provides a comparison of the current and original pricing assumptions that underlie the actual and expected experience described above.

17. History of Previous Rate Revisions

One prior increase has been approved and implemented on these policy forms. A 20.0% increase was approved on September 12, 2013 and implemented on each contract's next billing anniversary beginning March 1, 2014 for policyholders with an attained age under 75 and a 0.0% rate increase for policyholders with an attained age of 75 or above.

18. Analysis Performed to Consider a Rate Increase

Exhibit I demonstrates that experience has been more adverse from that expected using original pricing assumptions as the actual-to-expected (A:E) loss ratios exceed 1.0. The premium rate increase currently being requested is necessary due to higher than expected policy persistency and higher projected claims.

Exhibit IV provides an analysis of actual and projected nationwide experience with respect to changes in interest, lapse (combination of voluntary lapse and benefit expiry), mortality, and morbidity and how changing each assumption from original pricing to current impacts the projected lifetime loss ratio. The current and original pricing assumptions are provided in Exhibit III.

For the business subject to rate stability regulation, an analysis of the projected loss ratio compared to that assumed at the time of original pricing revealed that experience has unfolded more than moderately adverse and crossed the original pricing threshold for which the company could consider a rate increase.

At the time the original rate schedule was priced, the management of New York Life determined that a rate schedule increase would be considered if there was a 5% increase in the original pricing lifetime loss ratio. Section 15 demonstrates that the lifetime loss ratio is well in excess of this assumed original pricing threshold. That is, the before increase A:E exceeds 1.05.

19. Average Annual Premium in Pennsylvania (Based on December 31, 2018 In-Force)

Before increase:	\$1,697
After increase:	\$2,116*

**After increase average annual premium assumes rate increase implementation on policy anniversary date on or after January 1, 2020.*

20. Proposed Effective Date

This rate increase will apply to policies on their first policy anniversary date following at least a 60-day policyholder notification period following approval, but no sooner than January 1, 2020.

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21. Distribution of Business as of December 31, 2018 (Based on Nationwide In-Force Insured Count)

By Issue Age:

Issue Ages	Percent Distribution
< 45	13.4%
45 - 49	13.5%
50 - 54	21.3%
55 - 59	21.3%
60 - 64	17.1%
65 - 69	9.4%
70 - 74	3.2%
75 - 79	0.7%
80 +	0.1%

By Elimination Period:

Elimination Period	Percent Distribution
20-day	7.7%
30-day	0.4%
60-day	1.9%
90-day	87.3%
180-day	2.7%

By Benefit Period:

Benefit Period	Percent Distribution
1-Year	0.0%
2-Year	1.6%
3-Year	16.1%
4-Year	3.0%
5-Year	17.0%
Unlimited	62.3%

By Inflation Protection Option:

Inflation Option	Percent Distribution
None	0.2%
Simple	13.6%
Compound	17.9%
GPO	68.3%

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By Home Care (HC) Coverage Type:

HC Coverage Type	Percent Distribution
Comprehensive	96.0%
Nursing Home	4.0%

22. Number of Insureds and Annualized Premium (Based on December 31, 2018 In-Force)

The number of insureds and annualized premium that will be affected by this rate increase filing are:

Attained Age	Pennsylvania		Nationwide	
	Number of Insureds	Annualized Premium	Number of Insureds	Annualized Premium
<74	671	\$855,801	16,737	23,387,432
74+	582	\$1,271,013	16,851	38,814,618
Total	1,253	\$2,126,815	33,588	62,202,050

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23. Actuarial Certification

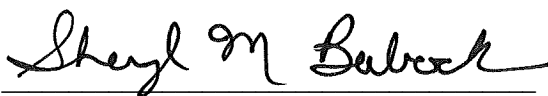
I am a Fellow of the Society of Actuaries and a Member of the American Academy of Actuaries, and I meet the Academy's qualification standards for preparing health rate filings and to render the actuarial opinion contained herein.

This memorandum is in compliance, where applicable, with Actuarial Standard of Practice No. 8, "Regulatory Filings for Health Benefits, Accident and Health Insurance, and Entities Providing Health Benefits" and No. 18, "Long-Term Care Insurance" as adopted by the Actuarial Standards Board. This filing deviates from ASOP #12, section 3.2.1 as noted above.

I have relied on projection information provided by Amy Pahl, FSA, MAAA of Milliman Inc., who used data and assumptions from New York Life in developing those projections.

I hereby certify that, to the best of my knowledge and judgment, this rate submission is in compliance with the applicable laws and regulations of the State of Pennsylvania and the rules of the department of insurance.

In my opinion, the rates are not unfairly discriminatory and the gross premiums are not excessive and bear reasonable relationship to the benefits, based on the lifetime loss ratio exceeding the minimum loss ratio requirement. This filing will enhance premium adequacy, but may not be sufficient to certify that rates will remain stable under moderately adverse conditions, however, New York Life has elected to take a unique approach to our current request for a premium rate increase by guaranteeing premium rates in the future where the full amount of our requested premium increase is approved.



Sheryl Babcock, FSA, MAAA
Corporate Vice President and Actuary, New York Life Insurance Company

Date: November 1, 2019

Exhibit I-a
New York Life Insurance Company
Actual and Projected Experience by Calendar Year
Nationwide Experience Before Requested Rate Increase
Generation 4.0 Policy Forms

		Actual and Projected Experience using Current Assumptions				Expected Experience using Pricing Assumptions				Cumulative Loss Ratio		
	Calendar Year	A	B	C = B / A	D	E	F	G = F / E	H	I	J	K = I / J
		Earned Premium	Incurred Claims	Incurred Loss Ratio	End of Year Lives	Earned Premium	Incurred Claims	Incurred Loss Ratio	End of Year Lives	Actual with Current Interest 4.0% (on Col C)	Expected with Pricing Interest 5.0% (on Col G)	Actual-to- Expected Ratio
Historical Experience	1990	3,020	0	0.0%	2	2,860	134	4.7%	2	0.0%	4.7%	-
	1991	5,160	0	0.0%	10	4,650	262	5.6%	10	0.0%	5.3%	-
	1992	17,893	0	0.0%	20	16,551	1,165	7.0%	18	0.0%	6.5%	-
	1993	26,504	0	0.0%	25	23,290	1,921	8.2%	22	0.0%	7.3%	-
	1994	36,539	0	0.0%	34	30,980	2,911	9.4%	29	0.0%	8.1%	-
	1995	50,865	0	0.0%	46	42,551	4,659	10.9%	38	0.0%	9.0%	-
	1996	73,302	0	0.0%	62	60,735	7,384	12.2%	50	0.0%	10.0%	-
	1997	457,693	5,009	1.1%	1,094	430,915	52,039	12.1%	1,072	0.7%	11.4%	0.063
	1998	4,368,093	280,995	6.4%	7,533	4,266,067	504,206	11.8%	7,413	5.6%	11.8%	0.478
	1999	14,145,855	1,058,288	7.5%	15,392	13,718,240	1,640,292	12.0%	14,852	7.0%	11.9%	0.586
	2000	24,246,018	2,163,078	8.9%	22,765	22,944,696	2,972,299	13.0%	21,446	8.0%	12.5%	0.645
	2001	34,674,592	3,384,971	9.8%	31,587	32,085,907	4,512,929	14.1%	29,253	8.8%	13.1%	0.668
	2002	46,656,439	6,279,177	13.5%	41,414	42,443,920	6,403,147	15.1%	37,937	10.4%	13.8%	0.757
	2003	56,534,761	10,131,013	17.9%	44,939	50,567,240	8,297,238	16.4%	40,103	12.6%	14.5%	0.870
	2004	60,404,290	10,903,905	18.1%	45,394	52,065,474	9,815,711	18.9%	38,977	13.9%	15.5%	0.898
	2005	62,050,445	12,804,047	20.6%	44,945	51,122,422	11,300,209	22.1%	37,046	15.1%	16.6%	0.914
	2006	61,771,219	21,045,582	34.1%	43,974	48,305,541	12,870,252	26.6%	34,674	18.0%	17.9%	1.006
	2007	61,416,590	23,904,981	38.9%	43,105	45,517,313	14,544,493	32.0%	32,459	20.7%	19.4%	1.065
Projected Future Experience (75 Years)	2008	61,045,723	24,119,627	39.5%	42,158	42,867,744	16,210,949	37.8%	30,355	22.7%	21.0%	1.081
	2009	60,441,801	31,698,250	52.4%	41,219	40,277,819	17,806,092	44.2%	28,346	25.5%	22.6%	1.124
	2010	60,009,175	33,401,661	55.7%	40,415	37,754,729	19,302,557	51.1%	26,429	27.9%	24.4%	1.146
	2011	59,573,790	37,654,976	63.2%	39,621	35,303,539	20,584,751	58.3%	24,608	30.5%	26.1%	1.168
	2012	59,069,008	44,092,218	74.6%	38,810	32,954,872	21,608,970	65.6%	22,876	33.3%	27.8%	1.199
	2013	58,489,585	45,687,976	78.1%	38,056	30,711,916	22,441,145	73.1%	21,226	35.9%	29.5%	1.218
	2014	59,968,902	45,653,690	76.1%	37,132	28,531,015	23,155,273	81.2%	19,659	38.1%	31.1%	1.224
	2015	63,126,174	49,911,876	79.1%	36,269	26,394,151	23,787,922	90.1%	18,175	40.2%	32.7%	1.229
	2016	62,306,392	63,454,480	101.8%	35,385	24,382,248	24,373,423	100.0%	16,771	43.1%	34.3%	1.257
	2017	61,328,680	73,659,897	120.1%	34,457	22,471,958	24,906,390	110.8%	15,446	46.3%	35.8%	1.294
	2018	60,250,965	69,015,187	114.5%	33,588	20,665,648	25,378,181	122.8%	14,194	49.0%	37.3%	1.312
	2019	58,770,874	80,124,134	136.3%	32,552	18,859,474	25,750,108	136.5%	13,016	52.0%	38.8%	1.341
	2020	56,344,312	85,803,444	152.3%	31,476	17,034,247	26,002,212	152.6%	11,908	55.1%	40.2%	1.371
	2021	53,865,712	91,503,772	169.9%	30,362	15,342,616	26,174,460	170.6%	10,869	58.3%	41.6%	1.402
	2022	51,349,851	97,260,979	189.4%	29,217	13,778,957	26,265,529	190.6%	9,896	61.6%	43.0%	1.434
	2023	48,814,392	103,068,845	211.1%	28,049	12,337,572	26,282,134	213.0%	8,988	64.9%	44.3%	1.467
	2024	46,276,265	108,911,716	235.4%	26,863	11,012,714	26,222,510	238.1%	8,141	68.3%	45.5%	1.501
	2025	43,747,859	114,763,621	262.3%	25,665	9,798,612	26,071,606	266.1%	7,354	71.8%	46.7%	1.536
	2026	41,238,875	120,488,893	292.2%	24,458	8,689,491	25,825,115	297.2%	6,624	75.2%	47.9%	1.572
	2027	38,757,373	126,052,716	325.2%	23,247	7,679,587	25,492,419	332.0%	5,950	78.8%	49.0%	1.609
	2028	36,310,468	131,408,023	361.9%	22,034	6,763,160	25,077,235	370.8%	5,328	82.3%	50.0%	1.647
	2029	33,905,201	136,530,283	402.7%	20,825	5,934,514	24,580,928	414.2%	4,756	85.9%	51.0%	1.685
	2030	31,549,035	141,343,868	448.0%	19,624	5,188,015	24,003,594	462.7%	4,233	89.5%	51.9%	1.725
	2031	29,249,236	145,702,346	498.1%	18,434	4,518,106	23,346,994	516.7%	3,755	93.0%	52.7%	1.764
	2032	27,013,243	149,561,767	553.7%	17,260	3,919,325	22,613,315	577.0%	3,320	96.6%	53.5%	1.804
	2033	24,848,748	152,912,589	615.4%	16,107	3,386,327	21,799,842	643.8%	2,926	100.1%	54.3%	1.844
	2034	22,762,535	155,687,723	684.0%	14,979	2,913,901	20,913,309	717.7%	2,570	103.5%	54.9%	1.884
	2035	20,760,977	157,674,000	759.5%	13,880	2,496,992	19,967,716	799.7%	2,249	106.9%	55.6%	1.924
	2036	18,850,281	158,681,322	841.8%	12,813	2,130,712	18,970,599	890.3%	1,962	110.2%	56.1%	1.963
	2037	17,036,588	158,726,157	931.7%	11,784	1,810,377	17,917,176	989.7%	1,706	113.4%	56.6%	2.002
	2038	15,324,981	157,835,559	1,029.9%	10,797	1,531,530	16,821,210	1,098.3%	1,477	116.4%	57.1%	2.040
	2039	13,719,215	155,983,504	1,137.0%	9,853	1,289,965	15,694,534	1,216.7%	1,275	119.4%	57.5%	2.076
	2040	12,221,854	153,126,655	1,252.9%	8,956	1,081,726	14,554,060	1,345.4%	1,097	122.1%	57.9%	2.111
	2041	10,834,261	149,275,198	1,377.8%	8,108	903,111	13,418,848	1,485.8%	940	124.8%	58.2%	2.144
	2042	9,556,625	144,539,953	1,512.5%	7,311	750,682	12,304,086	1,639.1%	803	127.2%	58.5%	2.176
	2043	8,388,000	139,018,714	1,657.4%	6,566	621,276	11,223,077	1,806.5%	684	129.5%	58.7%	2.206
	2044	7,326,041	132,897,353	1,814.0%	5,874	511,998	10,187,166	1,989.7%	580	131.6%	58.9%	2.233
	2045	6,367,409	126,350,846	1,984.3%	5,234	420,211	9,203,063	2,190.1%	490	133.5%	59.1%	2.259
	2046	5,507,983	119,544,315	2,170.4%	4,645	343,528	8,277,489	2,409.6%	413	135.3%	59.3%	2.283
	2047	4,742,590	112,531,890	2,372.8%	4,107	279,799	7,417,890	2,651.1%	347	136.9%	59.4%	2.305
	2048	4,065,261	105,398,781	2,592.7%	3,618	227,107	6,625,043	2,917.1%	291	138.3%	59.5%	2.325
	2049	3,469,595	98,210,171	2,830.6%	3,176	183,755	5,899,917	3,210.8%	243	139.6%	59.6%	2.343
	2050	2,949,000	91,062,967	3,087.9%	2,778	148,253	5,240,297	3,534.7%	202	140.8%	59.7%	2.359
	2051	2,496,778	84,075,781	3,367.4%	2,422	119,304	4,640,073	3,889.3%	168	141.9%	59.8%	2.374
	2052	2,106,158	77,161,882	3,663.6%	2,104	95,789	4,097,449	4,277.6%	139	142.8%	59.8%	2.387
	2053	1,770,451	70,352,989	3,973.7%	1,823	76,752	3,607,364	4,700.0%	115	143.6%	59.9%	2.398
	2054	1,483,290	63,769,305	4,299.2%	1,573	61,386	3,165,924	5,157.4%	95	144.3%	59.9%	2.409
	2055	1,238,739	57,476,819	4,639.9%	1,354	49,013	2,770,876	5,653.3%	78	144.9%	59.9%	2.417
	2056	1,031,408	51,607,053	5,003.6%	1,162	39,071	2,419,328	6,192.2%	64	145.4%	60.0%	2.425
	2057	856,326	46,069,									

Exhibit I-b
New York Life Insurance Company
Actual and Projected Experience by Calendar Year
Nationwide Experience After Requested Rate Increase
Generation 4.0 Policy Forms

		Actual and Projected Experience using Current Assumptions				Expected Experience using Pricing Assumptions				Cumulative Loss Ratio		
	Calendar Year	A	B	C = B / A	D	E	F	G = F / E	H	I	J	K = I / J
		Earned Premium	Incurred Claims	Incurred Loss Ratio	End of Year Lives	Earned Premium	Incurred Claims	Incurred Loss Ratio	End of Year Lives	Actual with Current Interest 4.0% (on Col C)	Expected with Pricing Interest 5.0% (on Col G)	Actual-to- Expected Ratio
Historical Experience	1990	3,020	0	0.0%	2	2,860	134	4.7%	2	0.0%	4.7%	-
	1991	5,160	0	0.0%	10	4,650	262	5.6%	10	0.0%	5.3%	-
	1992	17,893	0	0.0%	20	16,551	1,165	7.0%	18	0.0%	6.5%	-
	1993	26,504	0	0.0%	25	23,290	1,921	8.2%	22	0.0%	7.3%	-
	1994	36,539	0	0.0%	34	30,980	2,911	9.4%	29	0.0%	8.1%	-
	1995	50,865	0	0.0%	46	42,551	4,659	10.9%	38	0.0%	9.0%	-
	1996	73,302	0	0.0%	62	60,735	7,384	12.2%	50	0.0%	10.0%	-
	1997	457,693	5,009	1.1%	1,094	430,915	52,039	12.1%	1,072	0.7%	11.4%	0.063
	1998	4,368,093	280,995	6.4%	7,533	4,266,067	504,206	11.8%	7,413	5.6%	11.8%	0.478
	1999	14,145,855	1,058,288	7.5%	15,392	13,718,240	1,640,292	12.0%	14,852	7.0%	11.9%	0.586
	2000	24,246,018	2,163,078	8.9%	22,765	22,944,696	2,972,299	13.0%	21,446	8.0%	12.5%	0.645
	2001	34,674,592	3,384,971	9.8%	31,587	32,085,907	4,512,929	14.1%	29,253	8.8%	13.1%	0.668
	2002	46,656,439	6,279,177	13.5%	41,414	42,443,920	6,403,147	15.1%	37,937	10.4%	13.8%	0.757
	2003	56,534,761	10,131,013	17.9%	44,939	50,567,240	8,297,238	16.4%	40,103	12.6%	14.5%	0.870
	2004	60,404,290	10,903,905	18.1%	45,394	52,065,474	9,815,711	18.9%	38,977	13.9%	15.5%	0.898
	2005	62,050,445	12,804,047	20.6%	44,945	51,122,422	11,300,209	22.1%	37,046	15.1%	16.6%	0.914
	2006	61,771,219	21,045,582	34.1%	43,974	48,305,541	12,870,252	26.6%	34,674	18.0%	17.9%	1.006
	2007	61,416,590	23,904,981	38.9%	43,105	45,517,313	14,544,493	32.0%	32,459	20.7%	19.4%	1.065
	2008	61,045,723	24,119,627	39.5%	42,158	42,867,744	16,210,949	37.8%	30,355	22.7%	21.0%	1.081
2009	60,441,801	31,698,250	52.4%	41,219	40,277,819	17,806,092	44.2%	28,346	25.5%	22.6%	1.124	
2010	60,009,175	33,401,661	55.7%	40,415	37,754,729	19,302,557	51.1%	26,429	27.9%	24.4%	1.146	
2011	59,573,790	37,654,976	63.2%	39,621	35,303,539	20,584,751	58.3%	24,608	30.5%	26.1%	1.168	
2012	59,069,008	44,092,218	74.6%	38,810	32,954,872	21,608,970	65.6%	22,876	33.3%	27.8%	1.199	
2013	58,489,585	45,687,976	78.1%	38,056	30,711,916	22,441,145	73.1%	21,226	35.9%	29.5%	1.218	
2014	59,968,902	45,653,690	76.1%	37,132	28,531,015	23,155,273	81.2%	19,659	38.1%	31.1%	1.224	
2015	63,126,174	49,911,876	79.1%	36,269	26,394,151	23,787,922	90.1%	18,175	40.2%	32.7%	1.229	
2016	62,306,392	63,454,480	101.8%	35,385	24,382,248	24,373,423	100.0%	16,771	43.1%	34.3%	1.257	
2017	61,328,680	73,659,897	120.1%	34,457	22,471,958	24,906,390	110.8%	15,446	46.3%	35.8%	1.294	
2018	60,250,965	69,015,187	114.5%	33,588	20,665,648	25,378,181	122.8%	14,194	49.0%	37.3%	1.312	
Projected Future Experience (75 Years)	2019	58,770,874	80,124,134	136.3%	32,552	18,859,474	25,750,108	136.5%	13,016	52.0%	38.8%	1.341
	2020	61,239,491	85,631,323	139.8%	31,157	17,034,247	26,002,212	152.6%	11,908	55.0%	40.2%	1.367
	2021	64,869,693	91,075,419	140.4%	30,048	15,342,616	26,174,460	170.6%	10,869	57.8%	41.6%	1.390
	2022	62,184,174	96,756,838	155.6%	28,907	13,778,957	26,265,529	190.6%	9,896	60.7%	43.0%	1.414
	2023	59,469,819	102,473,642	172.3%	27,744	12,337,572	26,282,134	213.0%	8,988	63.7%	44.3%	1.439
	2024	56,743,225	108,207,554	190.7%	26,563	11,012,714	26,222,510	238.1%	8,141	66.7%	45.5%	1.466
	2025	54,016,387	113,930,703	210.9%	25,370	9,798,612	26,071,606	266.1%	7,354	69.8%	46.7%	1.494
	2026	51,298,300	119,505,167	233.0%	24,169	8,689,491	25,825,115	297.2%	6,624	72.9%	47.9%	1.524
	2027	48,595,777	124,893,587	257.0%	22,964	7,679,587	25,492,419	332.0%	5,950	76.1%	49.0%	1.554
	2028	45,914,385	130,046,755	283.2%	21,758	6,763,160	25,077,235	370.8%	5,328	79.3%	50.0%	1.586
	2029	43,259,785	134,938,704	311.9%	20,556	5,934,514	24,580,928	414.2%	4,756	82.4%	51.0%	1.618
	2030	40,638,267	139,495,859	343.3%	19,361	5,188,015	24,003,594	462.7%	4,233	85.6%	51.9%	1.651
	2031	38,056,022	143,573,797	377.3%	18,179	4,518,106	23,346,994	516.7%	3,755	88.8%	52.7%	1.684
	2032	35,519,560	147,129,498	414.2%	17,013	3,919,325	22,613,315	577.0%	3,320	91.9%	53.5%	1.718
	2033	33,035,850	150,155,319	454.5%	15,869	3,386,327	21,799,842	643.8%	2,926	95.1%	54.3%	1.752
	2034	30,611,278	152,588,744	498.5%	14,750	2,913,901	20,913,309	717.7%	2,570	98.1%	54.9%	1.786
	2035	28,252,540	154,233,859	545.9%	13,660	2,496,992	19,967,716	799.7%	2,249	101.1%	55.6%	1.820
	2036	25,966,992	154,913,594	596.6%	12,604	2,130,712	18,970,599	890.3%	1,962	104.0%	56.1%	1.853
	2037	23,762,916	154,650,022	650.8%	11,585	1,810,377	17,917,176	989.7%	1,706	106.8%	56.6%	1.886
	2038	21,648,229	153,475,804	709.0%	10,608	1,531,530	16,821,210	1,098.3%	1,477	109.5%	57.1%	1.918
	2039	19,629,842	151,372,194	771.1%	9,676	1,289,965	15,694,534	1,216.7%	1,275	112.1%	57.5%	1.949
	2040	17,713,753	148,309,201	837.3%	8,790	1,081,726	14,554,060	1,345.4%	1,097	114.5%	57.9%	1.979
	2041	15,905,069	144,309,278	907.3%	7,954	903,111	13,418,848	1,485.8%	940	116.8%	58.2%	2.008
	2042	14,208,000	139,485,162	981.7%	7,168	750,682	12,304,086	1,639.1%	803	119.0%	58.5%	2.035
	2043	12,626,020	133,933,532	1,060.8%	6,435	621,276	11,223,077	1,806.5%	684	121.0%	58.7%	2.060
	2044	11,161,180	127,833,798	1,145.3%	5,753	511,998	10,187,166	1,989.7%	580	122.8%	58.9%	2.084
	2045	9,814,200	121,355,026	1,236.5%	5,124	420,211	9,203,063	2,190.1%	490	124.5%	59.1%	2.106
	2046	8,584,553	114,660,679	1,335.7%	4,546	343,528	8,277,489	2,409.6%	413	126.0%	59.3%	2.127
	2047	7,469,933	107,802,789	1,443.2%	4,018	279,799	7,417,890	2,651.1%	347	127.4%	59.4%	2.146
	2048	6,466,522	100,860,207	1,559.7%	3,538	227,107	6,625,043	2,917.1%	291	128.7%	59.5%	2.163
	2049	5,569,517	93,892,172	1,685.8%	3,105	183,755	5,899,917	3,210.8%	243	129.9%	59.6%	2.178
	2050	4,773,349	86,988,061	1,822.4%	2,715	148,253	5,240,297	3,534.7%	202	130.9%	59.7%	2.193
	2051	4,071,722	80,257,378	1,971.1%	2,366	119,304	4,640,073	3,889.3%	168	131.8%	59.8%	2.205
	2052	3,457,592	73,614,183	2,129.1%	2,056	95,789	4,097,449	4,277.6%	139	132.6%	59.8%	2.217
	2053	2,923,383	67,085,655	2,294.8%	1,780	76,752	3,607,364	4,700.0%	115	133.3%	59.9%	2.227
	2054	2,461,430	60,783,913	2,469.5%	1,536	61,386	3,165,924	5,157.4%	95	133.9%	59.9%	2.235
	2055	2,064,229	54,769,194	2,653.3%	1,322	49,013	2,770,876	5,653.3%	78	134.5%	59.9%	2.243
	2056	1,724,671	49,164,241	2,850.6%	1,134	39,071	2,419,328	6,192.2%	64	134.9%	60.0%	2.250
	2057	1,435,910	43,880,835									

Exhibit II
New York Life Insurance Company
Demonstration that the Requested Rate Increase Passes the 58%/85% Loss Ratio Minimum
Nationwide Experience with Prior Approved Increases
Generation 4.0 Policy Forms

1	Accumulated value of initial earned premium	1,644,475,663	x	58%	=	953,795,885
2a	Accumulated value of earned premium	1,675,324,801				
2b	Accumulated value of prior premium rate schedule increases (2a - 1)	30,849,138	x	85%	=	26,221,768
3	Present value of future projected initial earned premium	482,916,779	x	58%	=	280,091,732
4a	Present value of future projected premium	683,065,949				
4b	Present value of future projected premium in excess of the projected initial earned premiums (4a - 3)	200,149,170	x	85%	=	170,126,794
5	Lifetime Earned Premium Times Prescribed Factor: Sum of 1, 2b, 3, and 4b					1,430,236,178
6a	Accumulated value of incurred claims without the inclusion of active life reserves					847,088,478
6b	Present value of future projected incurred claims without the inclusion of active life reserves					2,329,782,813
7	Lifetime Incurred Claims with Rate Increase: Sum 6a and 6b					3,176,871,291
8	Test: 7 is not less than 5					Pass

All values are accumulated or discounted at the maximum valuation interest rate for contract reserves applicable for the year of issue, which ranges from 3.5% to 5.5%.

The historical and projected incurred claims (items 6a and 6b) were increased by 5% to reflect assumptions with moderately adverse experience.

Exhibit III
New York Life Insurance Company
Original Pricing & Current Assumptions Comparison
Generation 4.0 Policy Forms

Original Pricing Assumptions

Mortality: Blended 1983 Group Annuity Mortality Table with selection factors

**Voluntary Termination
Rates:**

Policy Duration	Lapse Rates
1	10.00%
2	8.00%
3	6.00%
4+	5.00%

Morbidity: For nursing home and assisted living facilities, morbidity was based on data from the 1985 national nursing home survey, with adjustments to reflect anticipated insured experience. Home and community based care claim costs were estimated at varying percentages of the nursing home assumed claim costs, ranging from 135% at attained age 50 grading down to 60% at attained ages 75 and over. Selection factors were applied to the ultimate claim costs.

The lifetime benefit period option incorporated an additional load of approximately 6% and the 20-day elimination option had an additional load of 20% to account for additional anti-selection expected from purchasers of these plans.

Interest Rate: 5.0%

Exhibit III
New York Life Insurance Company
Original Pricing & Current Assumptions Comparison
Generation 4.0 Policy Forms

Current Assumptions

Mortality:	Mortality Rates reflect the 2012 Individual Annuity Mortality Basic gender-distinct table (2012 IAM). The mortality rates were adjusted for mortality selection (varies by marital status, gender, policy duration, and issue age), underwriting selection factors (vary by policy duration and underwriting class), issue age factors, and attained age factors, based on company experience. Mortality improvement (varies by attained age and gender) is assumed through the valuation date.
Voluntary Termination Rate:	Voluntary Lapse Rates vary by duration, issue age, gender and marital status as developed from historical experience.
Morbidity:	Morbidity reflects claim costs developed using the 2017 Milliman Long-Term Care Guidelines (Guidelines), adjusted for New York Life's current experience relative to the Guidelines. The claim costs were adjusted to reflect the effects of elimination periods, policy maximums, salvage, and benefit eligibility standards.
Benefit Expiry Rates:	Benefit Expiry Rates reflect assumed policy termination due to exhaustion of benefits on limited benefit period policies. The rates are based on historical experience and vary by gender, marital status, benefit period, attained age and duration.
Interest Rate:	4.0%

Exhibit IV
New York Life Insurance Company
Nationwide Experience with Complete Future Lifetime
Impact on the Lifetime Loss Ratio of Changing from Original Pricing to Current Assumptions

The following table provides the isolated impact of each changed assumption (current versus original pricing) on the projected lifetime loss ratio when actual historical experience and rate history is reflected and only the projection assumptions vary. All of the lifetime loss ratios in the table below reflect actual historical experience, except for the loss ratio calculated using the original pricing assumptions from inception.

This table also shows the rate increase needed to produce a lifetime loss ratio of 80.8%. This lifetime loss ratio represents the maximum of the lifetime loss ratio based on (a) original pricing assumptions from inception and (b) historical experience and projections with original pricing assumptions.

Please note that the lifetime loss ratio for each changed assumption does not reflect any synergy of the assumptions. As a result, the total impact of all current assumptions on the lifetime loss ratio (e.g. 65.2%) is not equal to the sum of each changed assumptions' impact on the lifetime loss ratio (e.g. $39.2\% = 2.6\% + 9.7\% + 19.4\% + 7.5\%$).

Generation 4.0 Products

Scenario	Lifetime Loss Ratio	Impact of Each Assumption on the Lifetime Loss Ratio	Increase Needed to Produce a Lifetime Loss Ratio of 80.8%*
Original Pricing Assumptions	60.1%	N/A	N/A
Historical Experience & Projections with Original Pricing Assumptions	80.8%	N/A	0.0%
Historical Experience & Projections with Original Pricing Assumptions except for Current:			
Morbidity	83.4%	2.6%	22.3%
Mortality	90.5%	9.7%	73.3%
Lapse	100.2%	19.4%	129.3%
Interest	88.3%	7.5%	56.4%
Historical Experience & Projections with All Current Assumptions	146.0%	65.2%	328.2%

* Calculations ignore the effects of shock lapse, reduced benefit option election, and adverse selection due to the needed rate increase. Assumes the needed rate increase is fully implemented on January 1, 2020.

Appendix A

New York Life Insurance Company

Development and Justification of Current Assumptions

Morbidity

Morbidity assumptions for this filing were based on the Milliman's 2017 Guidelines for Long-Term Care (LTC) claim costs adjusted to reflect underwriting protocols, claim practices, policy provisions and actual historical claims experience. These adjustments include underwriting selection factors, marital factors, morbidity selection factors, salvage factors, exposure adjustment factors, GPO take rates and benefit increase option factors. Claims costs vary by product, gender, coverage type, inflation option, elimination periods, and benefit period.

New York Life performed a morbidity study including claims data incurred from 2007 to 2016 with paid claims and reserve development to December 31, 2017. The total amount of claims incurred in 2017 has not been fully developed due to 2017 IBNR (incurred but not reported) claims which are reported after December 31, 2016. Furthermore, this study excludes any claims incurred in 2017.

Table 1 below provides a summary of the actual to expected claims experience from 2007 to 2016.

Table 1
Actual to Expected Claims Experience

Calendar Year	Actual Claims	Expected Claims	Actual to Expected
2007	41,316	38,969	106.0%
2008	40,184	44,932	89.4%
2009	55,345	50,859	108.8%
2010	55,165	57,515	95.9%
2011	67,196	64,143	104.8%
2012	70,020	71,259	98.3%
2013	76,171	78,484	97.1%
2014	84,951	85,354	99.5%
2015	85,951	91,595	93.8%
2016	103,380	98,815	104.6%
Total	679,680	681,925	99.7%

Mortality

New York Life performed a study including all deaths in calendar years 2007 to 2016. December 31, 2016 was the study cutoff date. The total number of deaths in the study was 10,672.

Mortality is based on the 2012 IAM Mortality Table. Mortality improvement was assumed from 2012 to the end of the experience study period using the G2 Projection Scale.

Company specific adjustments factors were applied to the baseline mortality rates. The selection factors vary by issue age, gender, marital status, and underwriting class. Durational selection factors and selection factors by attained age were also included.

Table 2 below provides the actual to expected mortality for calendar years 2007 to 2016.

Table 2
Actual to Expected Mortality
by Attained Age Groups - Count Based

Attained Age Group	Actual Deaths	Expected Deaths	Actual to Expected
0 – 69	2,073	2,076	99.9%
70 – 79	2,940	2,885	101.9%
80 – 89	4,372	4,342	100.7%
90+	1,287	1,244	103.5%
Total	10,672	10,546	101.2%

Appendix A
New York Life Insurance Company
Development and Justification of Current Assumptions

Voluntary Lapse

Voluntary lapse rates are based on a policy year experience study spanning from 2007 through 2016 for policies with complete years of exposure. Only complete policy years are included in this study. Runout through December 2017 is used, a one-year lag, to allow sufficient time for deaths to be reported.

Table 3 below provides the actual to expected lapse rates by policy duration.

Table 3
Actual to Expected Lapse Rates

Policy Duration	Actual Lapse Count	Actual Lapse Rate	Expected Lapse Rate	Actual to Expected
1	5,838	6.2%	7.2%	86.7%
2	5,861	6.4%	6.0%	106.3%
3	3,597	4.6%	4.1%	110.3%
4	2,481	3.5%	3.1%	112.2%
5	2,025	2.6%	2.6%	102.2%
6	1,607	2.2%	2.2%	103.2%
7	1,213	1.8%	1.9%	95.8%
8	923	1.4%	1.5%	94.1%
9	745	1.2%	1.1%	105.2%
10	572	1.0%	1.0%	101.0%
11	414	0.8%	0.8%	104.1%
12	351	0.8%	0.7%	111.5%
13+	1,160	0.6%	0.6%	101.1%
Total	26,787	2.6%	2.6%	100.6%

Benefit Exhaustion

The benefit exhaustion assumption was reviewed at year-end 2018. This review monitored the emerging experience and evaluated the fit of the best estimate benefit exhaustion assumptions. Milliman has a large experience base to develop such an assumption. To date, New York Life has only experienced 542 benefit exhaustions in the 10-year period from 2007 through 2016. This year New York Life adopted the 2017 Milliman Claim Cost Guidelines. Using this benefit exhaustion assumption the actual-to-expected (A/E) ratios are 65.5%. The credibility is 71% based on the New York Life standard. Based on these facts, New York Life is using the 2017 Milliman assumption with a 76% adjustment. This adjustment is calculated according to the following formula.

$$76\% = (65.5\% \text{ A/E} \times 71\% \text{ Credibility} + 100\% \text{ Base} \times (1 - 71\% \text{ Credibility}))$$

With the proposed assumption, the A/E ratios increase to 87%.

NEW YORK LIFE INSURANCE COMPANY

Address: 11501 Burnet Rd, Bldg 906, Suite 600, Austin, TX 78758

Supplement to the Actuarial Memorandum

November 1, 2019

Product
Comprehensive
Nursing Home Only

Number
ILTC-4300, et al.
INH-4300, et al.

A. Purpose of Supplement

This supplement has been prepared for the purpose of demonstrating the compliance of the requested rate increase with Chapter 18 Section 3803(c) and Reg. 89.83 of the Insurance Regulations for the state of Pennsylvania as well as provide items generally requested by the Department. It may not be appropriate for other purposes.

B. Demonstration of Compliance with Chapter 18 Section 3801.303

(c): We believe that we comply with this subsection of regulations by submitting these rates before they are being used.

C. Demonstration of Compliance with Reg. 89.83

89.83 (a): This subsection requires no action.

89.83 (b): This subsection is not applicable since this filing is not for rates for a new policy form.

89.83 (c): *Revision of Current Rates*

(1): For policies issued prior to September 16, 2002, the effective date of rate stability in Pennsylvania, the minimum loss ratio requirement is 60%, as specified in Reg. 89a.117.(b). For policies issued on or after September 16, 2002, the loss ratio requirements are specified in Reg. 89a.118.(c)(2), (i.e., the 58%/85% test). Demonstration of satisfaction of these requirements is discussed in Section 15 of the enclosed actuarial memorandum.

As of December 31, 2018, 367 of the 1,253 inforce policies in Pennsylvania were issued on or after September 16, 2002 (approximately 29%). However, because the company manages this block of business as a whole, this rate increase filing complies with both sets of requirements for all of the policies, regardless of issue date.

(2): Section 3 of the actuarial memorandum provides a description of benefits. Copies of the affected policy form(s) are enclosed with this supplement.

(2)(i): The primary reason why these forms are in need of a premium rate increase is due to higher than expected policy persistency and higher projected claims.

The company is requesting a premium rate increase to help alleviate the adverse performance on this block of business. Section 2 of the enclosed actuarial memorandum provides a description of the request and the average rate increase request in Pennsylvania.

The current rate schedules along with the proposed rate schedules are enclosed with this filing. Please note that the actual rates implemented may vary slightly from those shown due to rounding algorithms.

Exhibit I of the actuarial memorandum provides nationwide earned premium and incurred claim actual and projected experience using current assumptions, as described in Section 6 of the actuarial memorandum. Attachment 1 to this supplement provides nationwide written premium and paid claim actual and projected experience using current assumptions. Values in Exhibit I and Attachment 1 are shown both before and after the requested rate increase. The interest rate used in Exhibit I and Attachment 1 to accumulate and discount values is the current interest rate assumption of 4.0%.

Attachments 2 and 3 to this supplement provide similar information as Exhibit I and Attachment 1 respectively, except provide Pennsylvania-specific experience. Note that Pennsylvania-specific

NEW YORK LIFE INSURANCE COMPANY

Address: 11501 Burnet Rd, Bldg 906, Suite 600, Austin, TX 78758

Supplement to the Actuarial Memorandum

November 1, 2019

experience is not considered fully credible, but is being provided as generally requested.

(2)(ii)(A): There has been one rate increase approved and implemented on the 4.0 generation policy forms in Pennsylvania. The Department approved an increase of 20% for policyholders with an attained age less than 75 and 0% for policyholders with an attained age 75 and above effective on each policy's anniversary date on or after March 1, 2014.

(2)(ii)(B): Table 1 shows the commission scales by issue date, issue age, and policy year.

Table 1										
Commission Scales by Issue Date, Issue Age, and Policy Year										
	8/1/1997 – 4/30/1998			5/1/1998 – 12/31/2001			1/1/2002 – 7/31/2003			8/1/2003-6/30/2004*
Policy Year	Issue Ages			Issue Ages			Issue Ages			Issue Ages
	18-59	60-74	75+	18-59	60-74	75+	18-59	60-74	75+	All Ages
1	50%	45%	40%	50%	45%	40%	50%	45%	40%	50%
2-9	5%	5%	5%	8%	8%	8%	6%	6%	6%	7%
10+	1%	1%	1%	4%	4%	4%	4%	4%	4%	4%

*From 8/1/2003 – 10/6/2003 training agents received a first year commission of 25%.

(2)(ii)(C)(I): Premiums earned and written since inception for nationwide experience can be found in Exhibit I of the actuarial memorandum and Attachment 1 to this supplement, respectively. Premiums earned and written since inception for Pennsylvania-specific experience can be found in Attachments 2 and 3, respectively. Attachment 4 to this supplement provides reserve balances and the calculation basis for both nationwide and Pennsylvania-specific experience.

(2)(ii)(C)(II): Attachment 4 to this supplement provides a breakdown of historical incurred claims and active life reserve balance, including a description of the calculation basis, for both nationwide and Pennsylvania-specific experience.

Attachment 5 to this supplement provides actual and projected experience on a durational basis using current assumptions. Included are policy year earned premiums, incurred claims, durational loss ratios, end of year lives, and cumulative loss ratios with interest. Values in Attachment 5 are shown both before and after the requested rate increase. The earned premiums have been restated to reflect the rate level approved in Pennsylvania on a nationwide basis. The number of durations shown was chosen to capture the majority of the durations underlying Exhibit I. Similar to Exhibit I and Attachments 1 through 3, the values used to calculate the cumulative loss ratios are accumulated and discounted at the current interest rate assumption of 4.0%

Attachment 6 to this supplement provides similar information to Attachment 5, except for Pennsylvania-specific experience.

(2)(ii)(D): We believe that we have provided information sufficient to support the rate increase requested in this filing.

(2)(iii): We understand that data used in this rate increase filing is in agreement with those used in the annual statement filed with the Department.

89.83 (d): We believe the proposed rate tables provided with this filing comply with this subsection.

D. Demonstration of Compliance with Generally Requested Information

State Status Listing

Attachment 7 of this supplement provides a table showing the status of the current rate increase filings, along with prior rate increases implemented to date. The status is shown for each jurisdiction in which there is business in force as of December 31, 2018 on the above referenced policy forms.

NEW YORK LIFE INSURANCE COMPANY

Address: 11501 Burnet Rd, Bldg 906, Suite 600, Austin, TX 78758

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Prospective Present Value Analysis (Texas Method)

The Prospective Present Value (PPV) Method (a.k.a., Texas Method) allows for an increase based on deterioration in the projected experience for the active premium-paying policyholders, along with "catch-up" and "transition" rate increase provisions. The catch-up provision is included if part or all of a past rate increase was denied or significantly delayed. The transition provision allows for rate increases where prior rate increase requests were voluntarily reduced from the amount justified.

PPV Method – Deterioration

Table 2 below provides the Present Value of Future Benefits (PVFB) and Present Value of Future Premiums (PVFP) used in the PPV Method based on Pennsylvania-specific experience under both current assumptions and assumptions from the prior rate increase filing. All values are discounted using the maximum valuation interest rate as requested by the Department. Only active policyholders currently paying premium have been included.

Table 2
Active Lives Currently Paying Premium
Projected Experience Before Requested Rate Increase
Discounted to December 31, 2018 at Valuation Interest Rate^[1]
Pennsylvania-Specific Experience

Assumption Basis	PVFB ^{[2][3]}	PVFP ^[2]
Current	\$ 84,004,541	\$ 19,323,650
Prior	58,527,379	18,770,822

^[1] The maximum valuation interest rate for contract reserves applicable for the year of issue was used for discounting projected experience.

^[2] The future period includes all projected experience on or after January 1, 2019.

^[3] PVFB are increased by 5% to reflect moderately adverse experience.

The above-listed policy form(s) were issued under loss ratio regulation, and the following formula is used to calculate the justified rate increase due to deterioration.

$$\text{rate increase \%} = \frac{\Delta \text{PV}(\text{future incurred claims}) - \left(\frac{.60 + .85 * C}{1 + C} \right) * \Delta \text{PV}(\text{future earned premiums})}{.85 * \text{PV}_{\text{current}}(\text{future earned premiums})}$$

C = average cumulative % rate increase approved in Pennsylvania, which is 11.9%.

The justified rate increase due to deterioration is 153.1%.

PPV Method – Catch-up

The catch-up provision is included in the PPV Method when prior rate increases were not fully approved or were materially delayed. Table 3 below provides the accumulated and present value of premiums in Pennsylvania assuming the prior rate increase requests were fully approved and based on the premium rate increases actually approved in Pennsylvania. The premiums are calculated using the assumptions from the previous rate increase filing, with discounting and accumulation at the maximum valuation interest rate as requested. Only active policyholders currently paying premium have been included.

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Table 3
Active Lives Currently Paying Premium
Projected Experience Before Requested Rate Increase
Discounted to December 31, 2018 at Valuation Interest Rate^[1]
Pennsylvania-Specific Experience

Time Period	Premiums Requested	Premiums Approved
Historical	\$41,963,020	\$40,857,185
Future ^[2]	21,316,839	18,770,788

^[1] The maximum valuation interest rate for contract reserves applicable for the year of issue was used for discounting projected experience.

^[2] The future period includes all projected experience on or after January 1, 2012.

The following formula is used to calculate the catch-up provision's rate increase:

$$\text{catch-up rate increase \%} = \frac{\text{AV}(\text{premiums requested}) - \text{AV}(\text{premiums approved})}{\text{PVFP}_{\text{current}}} + \frac{\text{PV}_{\text{prior}}(\text{premiums requested}) - \text{PV}_{\text{prior}}(\text{premiums approved})}{\text{PVFP}_{\text{current}}}$$

The justified catch-up rate increase is 18.9%. Note that the denominator of the catch-up provision formula uses the PVFP value under the current assumption shown in Table 2 above.

PPV – Transition

The transition provision included in the PPV Method allows for additional rate increases where prior rate increase requests were voluntarily reduced from the amount justified. To calculate this, we found the justified rate increase from deterioration using the PPV Method and experience and assumptions at the time of the prior filing.

Table 4 below provides the Present Value of Future Benefits (PVFB) and Present Value of Future Premiums (PVFP) used in the PPV Method based on Pennsylvania-specific experience under both prior rate increase assumptions and original pricing assumptions. Only active policyholders currently paying premium have been included.

Table 4
Active Lives Currently Paying Premium
Projected Experience Before Requested Rate Increase
Discounted to December 31, 2011 at Valuation Interest Rate^[1]
Pennsylvania-Specific Experience

Assumption Basis	PVFB^{[2][3]}	PVFP^[2]
Prior	\$ 51,208,086	\$ 22,154,769
Pricing	26,156,036	14,486,821

^[1] The maximum valuation interest rate for contract reserves applicable for the year of issue was used for discounting projected experience.

^[2] The future period includes all projected experience on or after January 1, 2012.

^[3] PVFB are increased by 5% to reflect moderately adverse experience.

Similar to above, we used the following formula for loss ratio policies to calculate the justified rate increase due to deterioration.

$$\text{rate increase \%} = \frac{\Delta \text{PV}(\text{future incurred claims}) - \left(\frac{.60 + .85 * C}{1 + C} \right) * \Delta \text{PV}(\text{future earned premiums})}{.85 * \text{PV}_{\text{current}}(\text{future earned premiums})}$$

C = average cumulative % rate increase approved in Pennsylvania, which was 0% at the time of the prior rate increase filing.

The justified rate increase due to deterioration as of the prior rate increase filing is 109.4%.

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Table 5 below provides the present value of premiums in Pennsylvania assuming the fully justified prior rate increase, and the actual prior rate increase requests were fully approved. The premiums are calculated using the assumptions from the previous rate increase filing. Only active policyholders currently paying premium have been included.

Table 5
Active Lives Currently Paying Premium
Actual and Projected Experience Before Requested Rate Increase
Discounted to December 31, 2018 at Valuation Interest Rate^[1]
Pennsylvania-Specific Experience

Time Period	Premiums Justified	Premiums Requested
Future	\$33,893,760	\$21,316,839

[1] The maximum valuation interest rate for contract reserves applicable for the year of issue was used for discounting projected experience.

It should also be noted that the transition rate increase provision does not allow recapture of any past premiums that would have been collected if the rate increase request had not been voluntarily reduced. The following formula is used to calculate the transition provision's rate increase:

$$\text{transition rate increase \%} = \frac{\text{PV}(\text{premiums justified}) - \text{PV}(\text{premiums requested})}{\text{PVFP}_{\text{current}}}$$

The justified transition rate increase is 65.1%. Note that the denominator of the transition provision formula uses the PVFP value under the current assumption shown in Table 2 above.

PPV Method – Total

The justified rate increases for the PPV Method is then calculated based on summing the justified rate increase amounts from deterioration, the catch-up provision, and the transition provision. The resulting total increase is 237.0% (=153.1% + 18.9% + 65.1%). This justified increase of 237.0% exceeds the average requested increase in Pennsylvania of 24.7%.

“If Known” Analysis

Attachment 8 to this supplement provides similar information as Exhibit I of the enclosed actuarial memorandum, except experience has been restated to the current Pennsylvania rate level from inception. Attachment 9 to this supplement provides similar information as Exhibit I of the enclosed actuarial memorandum, except experience has been restated to the proposed Pennsylvania rate level from inception.

We believe the intent of restating experience to the current and proposed rate levels from inception is to prevent companies from recouping past losses. This approach is one of the most restrictive as it assumes the company could have perfect knowledge at issue. The company does not feel that this approach is appropriate. The Prospective Present Value Method has been discussed at length by the NAIC LTC Pricing Subgroup and demonstrates that the requested increase is justified as demonstrated above.

E. Microsoft Excel Spreadsheet Containing All Numerical Data

An Excel workbook containing the values shown in Exhibits I and II of the actuarial memorandum and Attachments 1 through 9 of this supplement is enclosed with this filing, as required.

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F. Description of Enclosures

- Attachment 1: Nationwide Actual and Projected Written Premium and Paid Claims
- Attachment 2: Pennsylvania-Specific Actual and Projected Experience
- Attachment 3: Pennsylvania-Specific Actual and Projected Written Premium and Paid Claims
- Attachment 4: Nationwide and Pennsylvania-Specific Claims and Reserve Balances
- Attachment 5: Nationwide Actual and Projected Experience by Policy Year
- Attachment 6: Pennsylvania-Specific Actual and Projected Experience by Policy Year
- Attachment 7: Status Listing
- Attachment 8: Nationwide Experience Restated to Current Pennsylvania Rate Level from Inception
- Attachment 9: Nationwide Experience Restated to Proposed Pennsylvania Rate Level from Inception

Enclosures: Numeric Exhibits and Attachments in Excel
 Copies of the Affected Forms

Attachment 1-a
New York Life Insurance Company
Written Premium and Paid Claim Experience and Projections by Calendar Year
Nationwide Experience Before Requested Rate Increase
Generation 4.0 Policy Forms

	Calendar Year	Actual or Projected Experience using Current Assumptions			
		Without Interest			Cumulative Loss Ratio With 4.0% Interest
		Written Premium	Paid Claims	Loss Ratio	
Historical Experience	1990	3,020	0	0%	0%
	1991	5,496	0	0%	0%
	1992	20,366	0	0%	0%
	1993	26,673	0	0%	0%
	1994	42,140	0	0%	0%
	1995	57,193	0	0%	0%
	1996	75,715	0	0%	0%
	1997	1,047,875	4,059	0%	0%
	1998	6,604,508	10,175	0%	0%
	1999	16,759,884	169,693	1%	1%
	2000	26,615,963	256,109	1%	1%
	2001	37,272,804	878,934	2%	1%
	2002	49,374,026	1,486,737	3%	2%
	2003	57,632,021	2,867,875	5%	3%
	2004	60,840,271	5,004,298	8%	4%
	2005	62,026,399	7,077,459	11%	5%
	2006	61,711,846	9,070,650	15%	7%
	2007	61,346,827	11,302,908	18%	8%
	2008	60,930,105	15,447,380	25%	10%
	2009	60,339,976	18,771,288	31%	12%
	2010	59,941,586	22,149,765	37%	14%
	2011	59,479,696	25,700,777	43%	16%
	2012	58,930,720	29,516,916	50%	18%
	2013	58,386,733	32,852,544	56%	20%
	2014	61,043,547	38,549,645	63%	22%
	2015	62,959,395	42,417,545	67%	25%
Projected Future Experience (75 Years)	2016	62,082,808	47,282,499	76%	27%
	2017	61,062,597	52,835,468	87%	30%
	2018	60,072,886	59,279,207	99%	32%
	2019	58,141,952	91,595,904	158%	36%
	2020	55,707,321	97,066,682	174%	41%
	2021	53,224,741	98,811,313	186%	45%
	2022	50,709,082	98,867,794	195%	48%
	2023	48,178,061	100,919,433	209%	52%
	2024	45,647,470	104,277,614	228%	55%
	2025	43,128,623	109,314,590	253%	58%
	2026	40,630,726	114,853,333	283%	62%
	2027	38,161,783	120,585,700	316%	65%
	2028	35,728,668	126,353,885	354%	69%
	2029	33,338,531	132,038,735	396%	72%
	2030	30,998,859	137,564,620	444%	76%
	2031	28,716,824	142,850,701	497%	80%
	2032	26,500,067	147,793,433	558%	83%
	2033	24,356,098	152,314,087	625%	87%
	2034	22,291,639	156,352,965	701%	90%
	2035	20,312,821	159,829,702	787%	94%
	2036	18,426,008	162,614,121	883%	97%
	2037	16,637,180	164,575,532	989%	100%
	2038	14,951,164	165,643,988	1,108%	104%
	2039	13,371,451	165,780,542	1,240%	107%
	2040	11,900,180	164,956,036	1,386%	110%
	2041	10,538,565	163,148,417	1,548%	113%
	2042	9,286,575	160,352,898	1,727%	116%
	2043	8,142,912	156,607,418	1,923%	118%
	2044	7,105,072	151,995,633	2,139%	121%
	2045	6,169,523	146,643,439	2,377%	123%
	2046	5,331,930	140,698,065	2,639%	125%
	2047	4,586,971	134,290,067	2,928%	127%
	2048	3,928,538	127,530,225	3,246%	129%
	2049	3,350,209	120,514,872	3,597%	130%
	2050	2,845,401	113,332,624	3,983%	132%
	2051	2,407,400	106,080,375	4,406%	133%
	2052	2,029,458	98,827,451	4,870%	134%
	2053	1,704,962	91,606,994	5,373%	135%
	2054	1,427,614	84,464,858	5,917%	136%
	2055	1,191,623	77,465,636	6,501%	137%
	2056	991,723	70,686,818	7,128%	138%
	2057	823,039	64,189,033	7,799%	138%
	2058	681,216	57,990,705	8,513%	139%
	2059	562,339	52,103,021	9,265%	139%
	2060	462,978	46,541,260	10,053%	140%
	2061	380,207	41,331,794	10,871%	140%
	2062	311,464	36,478,885	11,712%	140%
	2063	254,517	31,979,166	12,565%	141%
	2064	207,471	27,829,809	13,414%	141%
	2065	168,693	24,027,602	14,243%	141%
	2066	136,807	20,572,818	15,038%	141%
	2067	110,655	17,456,698	15,776%	141%
	2068	89,255	14,663,495	16,429%	141%
	2069	71,780	12,170,142	16,955%	141%
	2070	57,537	9,953,964	17,300%	142%
	2071	45,953	7,998,962	17,407%	142%
	2072	36,549	6,292,357	17,216%	142%
	2073	28,942	4,818,462	16,648%	142%
	2074	22,806	3,572,507	15,665%	142%
	2075	17,869	2,560,716	14,330%	142%
	2076	13,915	1,780,148	12,793%	142%
	2077	10,762	1,212,447	11,266%	142%
	2078	8,260	818,795	9,913%	142%
	2079 - 2083	19,061	1,448,786	7,601%	142%
	2084 - 2088	3,833	201,171	5,249%	142%
	2089 - 2093	549	24,643	4,487%	142%

Without Interest Accum./Disc.			
History	1,106,693,075	422,931,931	38%
Future	806,624,182	5,347,223,888	663%
Lifetime	1,913,317,257	5,770,155,820	302%

With Interest Accum./Disc. To 12/31/2018			
History	1,623,896,260	522,301,393	32%
Future	567,546,890	2,583,137,275	455%
Lifetime	2,191,443,150	3,105,438,667	142%

Attachment 1-b
New York Life Insurance Company
Written Premium and Paid Claim Experience and Projections by Calendar Year
Nationwide Experience After Requested Rate Increase
Generation 4.0 Policy Forms

	Calendar Year	Actual or Projected Experience using Current Assumptions			
		Without Interest			Cumulative Loss Ratio With 4.0% Interest
		Written Premium	Paid Claims	Loss Ratio	
Historical Experience	1990	3,020	0	0%	0%
	1991	5,496	0	0%	0%
	1992	20,366	0	0%	0%
	1993	26,673	0	0%	0%
	1994	42,140	0	0%	0%
	1995	57,193	0	0%	0%
	1996	75,715	0	0%	0%
	1997	1,047,875	4,059	0%	0%
	1998	6,604,508	10,175	0%	0%
	1999	16,759,884	169,693	1%	1%
	2000	26,615,963	256,109	1%	1%
	2001	37,272,804	878,934	2%	1%
	2002	49,374,026	1,486,737	3%	2%
	2003	57,632,021	2,867,875	5%	3%
	2004	60,840,271	5,004,298	8%	4%
	2005	62,026,399	7,077,459	11%	5%
	2006	61,711,846	9,070,650	15%	7%
	2007	61,346,827	11,302,908	18%	8%
	2008	60,930,105	15,447,380	25%	10%
	2009	60,339,976	18,771,288	31%	12%
Projected Future Experience (75 Years)	2010	59,941,586	22,149,765	37%	14%
	2011	59,479,696	25,700,777	43%	16%
	2012	58,930,720	29,516,916	50%	18%
	2013	58,386,733	32,852,544	56%	20%
	2014	61,043,547	38,549,645	63%	22%
	2015	62,959,395	42,417,545	67%	25%
	2016	62,082,808	47,282,499	76%	27%
	2017	61,062,597	52,835,468	87%	30%
	2018	60,072,886	59,279,207	99%	32%
	2019	58,142,085	91,595,904	158%	36%
	2020	62,990,237	97,039,305	154%	40%
	2021	64,192,677	98,684,613	154%	44%
	2022	61,505,378	98,604,552	160%	47%
	2023	58,793,405	100,537,030	171%	51%
	2024	56,072,228	103,781,560	185%	54%
	2025	53,352,700	108,702,265	204%	57%
	2026	50,643,202	114,114,263	225%	60%
	2027	47,950,410	119,703,823	250%	63%
	2028	45,279,671	125,308,489	277%	66%
	2029	42,636,790	130,806,108	307%	70%
	2030	40,028,137	136,119,093	340%	73%
	2031	37,459,812	141,166,190	377%	76%
	2032	34,938,568	145,844,296	417%	79%
	2033	32,471,242	150,075,522	462%	82%
	2034	30,064,303	153,801,789	512%	86%
	2035	27,724,366	156,947,531	566%	89%
	2036	25,459,173	159,391,828	626%	92%
	2037	23,277,001	161,013,933	692%	95%
	2038	21,185,617	161,752,427	764%	98%
	2039	19,191,726	161,576,015	842%	100%
	2040	17,300,935	160,463,902	927%	103%
	2041	15,518,272	158,404,303	1,021%	106%
	2042	13,847,834	155,402,375	1,122%	108%
	2043	12,292,750	151,502,518	1,232%	110%
	2044	10,854,902	146,790,771	1,352%	113%
	2045	9,534,708	141,391,912	1,483%	115%
	2046	8,331,279	135,450,626	1,626%	116%
	2047	7,242,011	129,095,494	1,783%	118%
	2048	6,262,797	122,434,400	1,955%	120%
	2049	5,388,694	115,559,550	2,144%	121%
	2050	4,614,016	108,554,459	2,353%	122%
	2051	3,932,305	101,509,602	2,581%	124%
	2052	3,336,398	94,488,520	2,832%	125%
	2053	2,818,684	87,519,996	3,105%	126%
	2054	2,371,489	80,644,912	3,401%	126%
	2055	1,987,421	73,922,093	3,719%	127%
	2056	1,659,475	67,422,671	4,063%	128%
	2057	1,380,869	61,201,798	4,432%	128%
	2058	1,145,309	55,274,630	4,826%	129%
	2059	946,970	49,649,813	5,243%	129%
	2060	780,614	44,340,304	5,680%	130%
	2061	641,662	39,369,986	6,136%	130%
	2062	526,031	34,741,993	6,605%	130%
	2063	430,102	30,452,421	7,080%	130%
	2064	350,763	26,498,055	7,554%	131%
	2065	285,309	22,875,445	8,018%	131%
	2066	231,451	19,584,547	8,462%	131%
	2067	187,252	16,616,784	8,874%	131%
	2068	151,069	13,956,976	9,239%	131%
	2069	121,511	11,583,019	9,533%	131%
	2070	97,413	9,473,214	9,725%	131%
	2071	77,809	7,612,244	9,783%	131%
	2072	61,894	5,987,878	9,674%	131%
	2073	49,015	4,585,128	9,355%	131%
	2074	38,623	3,399,402	8,801%	131%
	2075	30,263	2,436,578	8,051%	131%
	2076	23,565	1,693,820	7,188%	131%
	2077	18,227	1,153,634	6,329%	131%
	2078	13,989	779,069	5,569%	131%
	2079 - 2083	32,280	1,378,473	4,270%	131%
	2084 - 2088	6,491	191,399	2,949%	131%
	2089 - 2093	930	23,444	2,521%	131%

Without Interest Accum./Disc.			
History	1,106,693,075	422,931,931	38%
Future	1,028,282,108	5,211,984,693	507%
Lifetime	2,134,975,183	5,634,916,624	264%

With Interest Accum./Disc. To 12/31/2018			
History	1,623,896,260	522,301,393	32%
Future	703,590,640	2,534,709,033	360%
Lifetime	2,327,486,901	3,057,010,426	131%

Attachment 2-a
New York Life Insurance Company
Actual and Projected Experience by Calendar Year
Pennsylvania-Specific Experience Before Requested Rate Increase
Generation 4.0 Policy Forms

		Actual and Projected Experience using Current Assumptions				Expected Experience using Pricing Assumptions				Cumulative Loss Ratio		
	Calendar Year	A Earned Premium	B Incurred Claims	C = B / A Incurred Loss Ratio	D End of Year Lives	E Earned Premium	F Incurred Claims	G = F / E Incurred Loss Ratio	H End of Year Lives	I Actual with Current Interest 4.0% (on Col C)	J Expected with Pricing Interest 4.5% (on Col G)	K = I / J Actual-to- Expected Ratio
Historical Experience	1990	0	0	0.0%	0	0	0	0.0%	0	0.0%	0.0%	-
	1991	0	0	0.0%	0	0	0	0.0%	0	0.0%	0.0%	-
	1992	0	0	0.0%	0	0	0	0.0%	0	0.0%	0.0%	-
	1993	0	0	0.0%	0	0	0	0.0%	0	0.0%	0.0%	-
	1994	0	0	0.0%	0	0	0	0.0%	0	0.0%	0.0%	-
	1995	0	0	0.0%	0	0	0	0.0%	0	0.0%	0.0%	-
	1996	0	0	0.0%	0	0	0	0.0%	0	0.0%	0.0%	-
	1997	2,210	0	0.0%	7	2,165	197	9.1%	7	0.0%	9.1%	-
	1998	19,730	0	0.0%	134	19,010	1,850	9.7%	132	0.0%	9.7%	-
	1999	372,982	0	0.0%	485	370,794	39,680	10.7%	467	0.0%	10.6%	-
	2000	736,200	600,797	81.6%	714	701,409	82,650	11.8%	673	52.3%	11.4%	4.606
	2001	1,144,642	149,199	13.0%	1,079	1,069,053	135,680	12.7%	1,010	33.1%	12.0%	2.759
	2002	1,603,292	8,559	0.5%	1,406	1,468,129	197,430	13.4%	1,290	20.2%	12.6%	1.605
	2003	2,065,319	636,458	30.8%	1,761	1,849,147	269,452	14.6%	1,568	23.7%	13.2%	1.794
	2004	2,270,028	407,292	17.9%	1,704	1,963,603	330,911	16.9%	1,456	22.2%	14.1%	1.575
	2005	2,238,192	41,415	1.9%	1,662	1,839,102	378,897	20.6%	1,359	18.2%	15.3%	1.192
	2006	2,224,274	481,944	21.7%	1,627	1,732,259	434,381	25.1%	1,274	18.7%	16.6%	1.127
	2007	2,213,147	701,249	31.7%	1,594	1,635,059	496,699	30.4%	1,194	20.4%	18.2%	1.126
	2008	2,215,468	448,678	20.3%	1,568	1,542,181	560,146	36.3%	1,117	20.4%	19.8%	1.030
	2009	2,213,642	500,449	22.6%	1,535	1,450,529	620,882	42.8%	1,044	20.6%	21.6%	0.956
Projected Future Experience (75 Years)	2010	2,195,664	450,440	20.5%	1,518	1,361,098	679,049	49.9%	974	20.6%	23.4%	0.882
	2011	2,187,162	389,536	17.8%	1,496	1,274,333	730,097	57.3%	909	20.4%	25.2%	0.809
	2012	2,167,695	767,799	35.4%	1,462	1,191,591	770,163	64.6%	845	21.4%	27.1%	0.792
	2013	2,124,975	1,109,338	52.2%	1,430	1,109,458	800,115	72.1%	785	23.2%	28.8%	0.806
	2014	2,164,790	1,538,872	71.1%	1,396	1,029,459	825,310	80.2%	727	25.9%	30.6%	0.846
	2015	2,284,366	1,384,324	60.6%	1,358	950,189	847,876	89.2%	673	27.7%	32.3%	0.858
	2016	2,235,141	3,162,738	141.5%	1,322	877,952	868,806	99.0%	621	33.1%	34.0%	0.974
	2017	2,190,020	2,064,302	94.3%	1,287	808,319	888,213	109.9%	572	35.7%	35.6%	1.003
	2018	2,147,008	2,273,836	105.9%	1,253	743,038	905,719	121.9%	526	38.4%	37.2%	1.032
	2019	2,086,496	2,605,187	124.9%	1,216	678,108	919,719	135.6%	483	41.4%	38.8%	1.068
	2020	2,004,743	2,811,248	140.2%	1,178	613,033	930,205	151.7%	442	44.5%	40.3%	1.104
	2021	1,920,657	3,022,235	157.4%	1,138	552,674	937,799	169.7%	404	47.7%	41.9%	1.139
	2022	1,834,819	3,241,130	176.6%	1,097	496,835	942,850	189.8%	368	50.9%	43.3%	1.175
	2023	1,747,879	3,466,165	198.3%	1,055	445,319	946,232	212.5%	334	54.2%	44.8%	1.211
	2024	1,660,467	3,698,331	222.7%	1,012	397,923	947,388	238.1%	303	57.6%	46.2%	1.248
	2025	1,573,054	3,937,881	250.3%	968	354,445	945,364	266.7%	273	61.1%	47.5%	1.286
	2026	1,485,982	4,179,584	281.3%	923	314,682	940,389	298.8%	246	64.6%	48.8%	1.324
	2027	1,399,536	4,428,713	316.4%	879	278,430	932,204	334.8%	221	68.2%	50.0%	1.363
	2028	1,313,935	4,677,358	356.0%	834	245,485	920,696	375.1%	198	71.9%	51.2%	1.404
	2029	1,229,401	4,919,190	400.1%	789	215,648	905,831	420.0%	177	75.6%	52.3%	1.445
	2030	1,146,195	5,153,602	449.6%	744	188,720	887,508	470.3%	157	79.4%	53.4%	1.486
	2031	1,064,555	5,371,635	504.6%	700	164,505	865,943	526.4%	139	83.2%	54.4%	1.529
	2032	984,776	5,576,150	566.2%	655	142,813	841,278	589.1%	123	87.0%	55.4%	1.571
	2033	907,176	5,761,641	635.1%	612	123,458	812,935	658.5%	108	90.8%	56.2%	1.614
	2034	832,048	5,921,584	711.7%	569	106,261	780,928	734.9%	95	94.5%	57.0%	1.657
	2035	759,608	6,047,584	796.1%	527	91,047	746,439	819.8%	83	98.2%	57.8%	1.700
	2036	690,088	6,126,035	887.7%	486	77,648	709,311	913.5%	72	101.9%	58.5%	1.742
	2037	623,804	6,159,775	987.5%	447	65,902	669,260	1,015.5%	62	105.4%	59.1%	1.784
	2038	561,026	6,147,716	1,095.8%	408	55,656	627,040	1,126.6%	54	108.8%	59.7%	1.824
	2039	501,949	6,084,789	1,212.2%	372	46,764	583,588	1,248.0%	46	112.1%	60.2%	1.863
	2040	446,694	5,973,669	1,337.3%	337	39,088	539,377	1,379.9%	40	115.2%	60.6%	1.900
	2041	395,353	5,812,623	1,470.2%	304	32,499	494,993	1,523.1%	34	118.1%	61.0%	1.936
	2042	348,004	5,608,720	1,611.7%	273	26,874	450,958	1,678.1%	29	120.8%	61.3%	1.969
	2043	304,652	5,366,237	1,761.4%	244	22,101	407,935	1,845.8%	24	123.2%	61.6%	2.000
	2044	265,234	5,093,714	1,920.5%	217	18,075	366,325	2,026.7%	20	125.5%	61.9%	2.028
	2045	229,655	4,803,503	2,091.6%	191	14,701	326,231	2,219.2%	17	127.6%	62.1%	2.055
	2046	197,777	4,497,296	2,273.9%	169	11,890	288,255	2,424.3%	14	129.5%	62.3%	2.079
	2047	169,422	4,179,220	2,466.8%	148	9,565	253,014	2,645.2%	12	131.2%	62.4%	2.100
	2048	144,364	3,856,431	2,671.3%	129	7,653	220,627	2,882.9%	10	132.6%	62.6%	2.120
	2049	122,370	3,536,343	2,889.9%	111	6,091	191,096	3,137.3%	8	134.0%	62.7%	2.137
	2050	103,210	3,220,920	3,120.8%	96	4,823	164,209	3,404.6%	6	135.1%	62.8%	2.153
	2051	86,635	2,907,779	3,356.3%	83	3,800	139,954	3,682.7%	5	136.1%	62.8%	2.166
	2052	72,390	2,595,269	3,585.1%	71	2,980	118,271	3,968.7%	4	137.0%	62.9%	2.178
	2053	60,202	2,292,801	3,808.5%	60	2,326	98,920	4,252.4%	3	137.7%	63.0%	2.188
	2054	49,828	2,010,424	4,034.7%	51	1,808	81,995	4,535.7%	3	138.4%	63.0%	2.197
	2055	41,047	1,753,742	4,272.5%	43	1,399	67,560	4,829.7%	2	138.9%	63.0%	2.204
	2056	33,660	1,516,563	4,505.5%	36	1,078	55,300	5,130.2%	2	139.3%	63.0%	2.210
	2057	27,478	1,295,878	4,716.0%	30	827	44,939	5,431.8%	1	139.7%	63.1%	2.215
	2058	22,327	1,091,968	4,890.8%	25	633	36,382	5,751.3%	1	140.0%	63.1%	2.219
	2059	18,050	908,998	5,036.1%	20	482	29,248	6,068.9%	1	140.2%	63.1%	2.223
	2060	14,514	747,932	5,153.2%	17	366	23,370	6,387.4%	1	140.4%	63.1%	2.225
	2061	11,609	606,986	5,228.8%	13	277	18,550	6,699.9%	1	140.5%	63.1%	2.227
	2062	9,234	485,417	5,256.8%	11	209	14,658	7,017.6%	0	140.7%	63.1%	2.229
	2063	7,306	379,066	5,188.7%	9	157	11,520	7,333.0%	0	140.7%	63.1%	2.230
	2064	5,748	290,551	5,055.1%	7	118	9,052	7,682.8%	0	140.8%	63.1%	2.231
	2065	4,494	220,024	4,895.9%	5	88	7,080	8,038.1%	0	140.8%	63.1%	2.232
	2066	3,493	163,182	4,671.6%	4	66	5,549	8,455.8%	0	140.9%	63.1%	2.232
	2067	2,699	118,232	4,380.7%	3	49	4,316	8,866.8%	0	140.9%	63.1%	2.232
	2068	2,074	82,968	3,999.6%	3	36	3,330	9,269.8%	0	140.9%	63.1%	2.233
	2069	1,585	55,933	3,528.5%	2	26	2,541	9,652.3%	0	140.9%	63.1%	2.233
	2070	1,204	35,953	2,986.9%	1	19	1,912	9,998.0%	0	140.9%	63.1%	2.233
	2071	908	22,909	2,523.7%	1	14	1,408	10,240.4%	0	140.9%	63.1%	2.233
	2072	680	14,338	2,107.8%	1	10	1,026	10,503.2%	0	140.9%	63.1%	2.233
	2073	506	8,571	1,693.9%	1	7	736	10,776.9%	0	140.9%	63.1%	2.233
	2074	374	4,631	1,239.4%	0	5	519	11,046.0%	0	140.9%	63.1%	2.233
	2075	273	2,359	862.7%	0	3	361	11,386.7%	0	140.9%	63.1%	2.233
	2076	198	1,065	538.3%	0	2	247	11,817.7%	0	140.9%	63.1%	2.233
	2077	141	299	211.7%	0	1	166	12,284.2%	0	140.9%	63.1%	2.233
	2078	99	3	3.4%	0	1	108	12,771.0%	0	140.9%	63.1%	2.233
	2079 - 2083	183	3	1.5%	0	1	153	13,549.7%	0	140.9%	60.1%	2.344
	2084 - 2088	23	0	0.2%	0	0	5	12,712.9%	0	140.9%	60.1%	2.344
	2089 - 2093	2	0	0.0%	0	0	0	10,177.4%	0	140.9%	60.1%	2.344

Attachment 2-b
New York Life Insurance Company
Actual and Projected Experience by Calendar Year
Pennsylvania-Specific Experience After Requested Rate Increase
Generation 4.0 Policy Forms

		Actual and Projected Experience using Current Assumptions				Expected Experience using Pricing Assumptions				Cumulative Loss Ratio		
	Calendar Year	A Earned Premium	B Incurred Claims	C = B / A Incurred Loss Ratio	D End of Year Lives	E Earned Premium	F Incurred Claims	G = F / E Incurred Loss Ratio	H End of Year Lives	I Actual with Current Interest 4.0% (on Col C)	J Expected with Pricing Interest 4.5% (on Col G)	K = I / J Actual-to- Expected Ratio
Historical Experience	1990	0	0	0.0%	0	0	0	0.0%	0	0.0%	0.0%	-
	1991	0	0	0.0%	0	0	0	0.0%	0	0.0%	0.0%	-
	1992	0	0	0.0%	0	0	0	0.0%	0	0.0%	0.0%	-
	1993	0	0	0.0%	0	0	0	0.0%	0	0.0%	0.0%	-
	1994	0	0	0.0%	0	0	0	0.0%	0	0.0%	0.0%	-
	1995	0	0	0.0%	0	0	0	0.0%	0	0.0%	0.0%	-
	1996	0	0	0.0%	0	0	0	0.0%	0	0.0%	0.0%	-
	1997	2,210	0	0.0%	7	2,165	197	9.1%	7	0.0%	9.1%	-
	1998	19,730	0	0.0%	134	19,010	1,850	9.7%	132	0.0%	9.7%	-
	1999	372,982	0	0.0%	485	370,794	39,680	10.7%	467	0.0%	10.6%	-
	2000	736,200	600,797	81.6%	714	701,409	82,650	11.8%	673	52.3%	11.4%	4.606
	2001	1,144,642	149,199	13.0%	1,079	1,069,053	135,680	12.7%	1,010	33.1%	12.0%	2.759
	2002	1,603,292	8,559	0.5%	1,406	1,468,129	197,430	13.4%	1,290	20.2%	12.6%	1.605
	2003	2,065,319	636,458	30.8%	1,761	1,849,147	269,452	14.6%	1,568	23.7%	13.2%	1.794
	2004	2,270,028	407,292	17.9%	1,704	1,963,603	330,911	16.9%	1,456	22.2%	14.1%	1.575
	2005	2,238,192	41,415	1.9%	1,662	1,839,102	378,897	20.6%	1,359	18.2%	15.3%	1.192
	2006	2,224,274	481,944	21.7%	1,627	1,732,259	434,381	25.1%	1,274	18.7%	16.6%	1.127
	2007	2,213,147	701,249	31.7%	1,594	1,635,059	496,699	30.4%	1,194	20.4%	18.2%	1.126
	2008	2,215,468	448,678	20.3%	1,568	1,542,181	560,146	36.3%	1,117	20.4%	19.8%	1.030
	2009	2,213,642	500,449	22.6%	1,535	1,450,529	620,882	42.8%	1,044	20.6%	21.6%	0.956
Projected Future Experience (75 Years)	2010	2,195,664	450,440	20.5%	1,518	1,361,098	679,049	49.9%	974	20.6%	23.4%	0.882
	2011	2,187,162	389,536	17.8%	1,496	1,274,333	730,097	57.3%	909	20.4%	25.2%	0.809
	2012	2,167,695	767,799	35.4%	1,462	1,191,591	770,163	64.6%	845	21.4%	27.1%	0.792
	2013	2,124,975	1,109,338	52.2%	1,430	1,109,458	800,115	72.1%	785	23.2%	28.8%	0.806
	2014	2,164,790	1,538,872	71.1%	1,396	1,029,459	825,310	80.2%	727	25.9%	30.6%	0.846
	2015	2,284,366	1,384,324	60.6%	1,358	950,189	847,876	89.2%	673	27.7%	32.3%	0.858
	2016	2,235,141	3,162,738	141.5%	1,322	877,952	868,806	99.0%	621	33.1%	34.0%	0.974
	2017	2,190,020	2,064,302	94.3%	1,287	808,319	888,213	109.9%	572	35.7%	35.6%	1.003
	2018	2,147,008	2,273,836	105.9%	1,253	743,038	905,719	121.9%	526	38.4%	37.2%	1.032
	2019	2,086,496	2,605,187	124.9%	1,216	678,108	919,719	135.6%	483	41.4%	38.8%	1.068
	2020	2,189,405	2,804,399	128.1%	1,165	613,033	930,205	151.7%	442	44.4%	40.3%	1.100
	2021	2,344,581	3,005,498	128.2%	1,126	552,674	937,799	169.7%	404	47.2%	41.9%	1.128
	2022	2,252,061	3,221,394	143.0%	1,085	496,835	942,850	189.8%	368	50.1%	43.3%	1.157
	2023	2,158,069	3,442,819	159.5%	1,043	445,319	946,232	212.5%	334	53.1%	44.8%	1.186
	2024	2,063,227	3,670,643	177.9%	1,000	397,923	947,388	238.1%	303	56.1%	46.2%	1.216
	2025	1,967,993	3,905,026	198.4%	956	354,445	945,364	266.7%	273	59.2%	47.5%	1.248
	2026	1,872,677	4,140,646	221.1%	912	314,682	940,389	298.8%	246	62.4%	48.8%	1.280
	2027	1,777,512	4,382,662	246.6%	868	278,430	932,204	334.8%	221	65.7%	50.0%	1.312
	2028	1,682,653	4,623,097	274.8%	823	245,485	920,696	375.1%	198	69.0%	51.2%	1.346
	2029	1,588,268	4,855,583	305.7%	778	215,648	905,831	420.0%	177	72.3%	52.3%	1.381
	2030	1,494,577	5,079,614	339.9%	734	188,720	887,508	470.3%	157	75.7%	53.4%	1.417
	2031	1,401,776	5,286,330	377.1%	690	164,505	865,943	526.4%	139	79.0%	54.4%	1.453
	2032	1,310,122	5,478,560	418.2%	646	142,813	841,278	589.1%	123	82.4%	55.4%	1.489
	2033	1,219,910	5,650,907	463.2%	602	123,458	812,935	658.5%	108	85.8%	56.2%	1.526
	2034	1,131,417	5,797,083	512.4%	560	106,261	780,928	734.9%	95	89.1%	57.0%	1.563
	2035	1,044,863	5,909,354	565.6%	518	91,047	746,439	819.8%	83	92.4%	57.8%	1.600
	2036	960,524	5,974,742	622.0%	478	77,648	709,311	913.5%	72	95.7%	58.5%	1.636
	2037	878,807	5,996,295	682.3%	439	65,902	669,260	1,015.5%	62	98.8%	59.1%	1.672
	2038	800,112	5,973,252	746.6%	401	55,656	627,040	1,126.6%	54	101.8%	59.7%	1.706
	2039	724,761	5,901,001	814.2%	365	46,764	583,588	1,248.0%	46	104.6%	60.2%	1.740
	2040	653,014	5,782,560	885.5%	331	39,088	539,377	1,379.9%	40	107.4%	60.6%	1.772
	2041	585,115	5,616,805	959.9%	298	32,499	494,993	1,523.1%	34	109.9%	61.0%	1.802
	2042	521,313	5,410,832	1,037.9%	267	26,874	450,958	1,678.1%	29	112.3%	61.3%	1.830
	2043	461,802	5,168,805	1,119.3%	239	22,101	407,935	1,845.8%	24	114.4%	61.6%	1.857
	2044	406,693	4,898,924	1,204.6%	212	18,075	366,325	2,026.7%	20	116.4%	61.9%	1.881
	2045	356,056	4,613,162	1,295.6%	187	14,701	326,231	2,219.2%	17	118.2%	62.1%	1.904
	2046	309,891	4,313,382	1,391.9%	165	11,890	288,255	2,424.3%	14	119.9%	62.3%	1.925
	2047	268,127	4,003,570	1,493.2%	144	9,565	253,014	2,645.2%	12	121.3%	62.4%	1.943
	2048	230,610	3,690,451	1,600.3%	126	7,653	220,627	2,882.9%	10	122.7%	62.6%	1.960
	2049	197,164	3,380,989	1,714.8%	109	6,091	191,096	3,137.3%	8	123.8%	62.7%	1.975
	2050	167,597	3,076,975	1,835.9%	94	4,823	164,209	3,404.6%	6	124.8%	62.8%	1.988
	2051	141,676	2,775,950	1,959.4%	81	3,800	139,954	3,682.7%	5	125.7%	62.8%	2.000
	2052	119,119	2,476,200	2,078.8%	69	2,980	118,271	3,968.7%	4	126.5%	62.9%	2.010
	2053	99,601	2,186,580	2,195.3%	59	2,326	98,920	4,252.4%	3	127.1%	63.0%	2.019
	2054	82,818	1,916,572	2,314.2%	50	1,808	81,995	4,535.7%	3	127.7%	63.0%	2.027
	2055	68,487	1,671,417	2,440.5%	42	1,399	67,560	4,829.7%	2	128.1%	63.0%	2.033
	2056	56,339	1,445,073	2,565.0%	35	1,078	55,300	5,130.2%	2	128.5%	63.0%	2.038
	2057	46,108	1,234,587	2,677.6%	29	827	44,939	5,431.8%	1	128.8%	63.1%	2.043
	2058	37,539	1,040,183	2,771.0%	24	633	36,382	5,751.3%	1	129.1%	63.1%	2.046
	2059	30,393	865,794	2,848.7%	20	482	29,248	6,068.9%	1	129.3%	63.1%	2.049
	2060	24,468	712,322	2,911.3%	16	366	23,370	6,387.4%	1	129.4%	63.1%	2.051
	2061	19,587	578,045	2,951.2%	13	277	18,550	6,699.9%	1	129.6%	63.1%	2.053
	2062	15,591	462,244	2,964.8%	11	209	14,658	7,017.6%	0	129.7%	63.1%	2.055
	2063	12,342	360,953	2,924.6%	8	157	11,520	7,333.0%	0	129.7%	63.1%	2.056
	2064	9,714	276,654	2,847.9%	7	118	9,052	7,682.8%	0	129.8%	63.1%	2.056
	2065	7,598	209,492	2,757.0%	5	88	7,080	8,038.1%	0	129.8%	63.1%	2.057
	2066	5,908	155,363	2,629.8%	4	66	5,549	8,455.8%	0	129.9%	63.1%	2.057
	2067	4,566	112,562	2,465.3%	3	49	4,316	8,866.8%	0	129.9%	63.1%	2.058
	2068	3,510	78,984	2,250.2%	2	36	3,330	9,269.8%	0	129.9%	63.1%	2.058
	2069	2,683	53,241	1,984.5%	2	26	2,541	9,652.3%	0	129.9%	63.1%	2.058
	2070	2,038	34,218	1,679.4%	1	19	1,912	9,998.0%	0	129.9%	63.1%	2.058
	2071	1,537	21,802	1,418.6%	1	14	1,408	10,240.4%	0	129.9%	63.1%	2.058
	2072	1,152	13,644	1,184.5%	1	10	1,026	10,503.2%	0	129.9%	63.1%	2.058
	2073	857	8,155	951.7%	1	7	736	10,776.9%	0	129.9%	63.1%	2.058
	2074	633	4,406	696.3%	0	5	519	11,046.0%	0	129.9%	63.1%	2.058
	2075	463	2,244	484.6%	0	3	361	11,386.7%	0	129.9%	63.1%	2.058
	2076	335	1,013	302.3%	0	2	247	11,817.7%	0	129.9%	63.1%	2.058
	2077	239	284	118.9%	0	1	166	12,284.2%	0	129.9%	63.1%	2.058
	2078	168	3	1.9%	0	1	108	12,771.0%	0	129.9%	63.1%	2.058
	2079 - 2083	310	3	0.8%	0	1	153	13,549.7%	0	129.9%	60.1%	2.161
	2084 - 2088	38	0	0.1%	0	0	5	12,712.9%	0	129.9%	60.1%	2.161
	2089 - 2093	4	0	0.0%	0	0	0	10,177.4%	0	129.9%	60.1%	2.161

Attachment 3-a
New York Life Insurance Company
Written Premium and Paid Claim Experience and Projections by Calendar Year
Pennsylvania-Specific Experience Before Requested Rate Increase
Generation 4.0 Policy Forms

	Calendar Year	Actual or Projected Experience using Current Assumptions			
		Without Interest			Cumulative Loss Ratio With 4.0% Interest
		Written Premium	Paid Claims	Loss Ratio	
Historical Experience	1990	0	0	0%	0%
	1991	0	0	0%	0%
	1992	0	0	0%	0%
	1993	0	0	0%	0%
	1994	0	0	0%	0%
	1995	0	0	0%	0%
	1996	0	0	0%	0%
	1997	6,619	0	0%	0%
	1998	76,929	0	0%	0%
	1999	497,216	0	0%	0%
	2000	824,876	5,690	1%	0%
	2001	1,258,697	108,263	9%	4%
	2002	1,706,927	71,163	4%	4%
	2003	2,162,747	84,524	4%	4%
	2004	2,247,501	167,872	7%	5%
	2005	2,237,005	215,417	10%	6%
	2006	2,219,511	245,780	11%	7%
	2007	2,213,817	334,614	15%	8%
	2008	2,218,748	437,354	20%	9%
	2009	2,213,680	602,452	27%	11%
	2010	2,191,093	739,746	34%	13%
	2011	2,181,562	830,241	38%	14%
	2012	2,160,740	846,726	39%	16%
	2013	2,117,097	762,123	36%	17%
	2014	2,204,175	857,795	39%	18%
Projected Future Experience (75 Years)	2015	2,277,451	1,069,113	47%	20%
	2016	2,212,593	1,227,381	55%	21%
	2017	2,174,385	1,329,199	61%	23%
	2018	2,136,948	1,627,010	76%	25%
	2019	2,063,610	2,470,286	120%	28%
	2020	1,981,706	2,983,736	151%	32%
	2021	1,897,624	3,207,358	169%	36%
	2022	1,811,909	3,297,061	182%	39%
	2023	1,725,193	3,336,434	193%	43%
	2024	1,638,066	3,448,028	210%	46%
	2025	1,550,981	3,667,443	236%	49%
	2026	1,464,248	3,900,997	266%	53%
	2027	1,378,145	4,143,899	301%	56%
	2028	1,292,888	4,394,431	340%	60%
	2029	1,208,741	4,647,357	384%	63%
	2030	1,125,946	4,898,931	435%	67%
	2031	1,044,754	5,145,354	492%	71%
	2032	965,506	5,382,181	557%	74%
	2033	888,509	5,606,371	631%	78%
	2034	814,038	5,814,122	714%	82%
	2035	742,317	6,000,434	808%	85%
	2036	673,589	6,158,320	914%	89%
	2037	608,179	6,279,917	1,033%	93%
	2038	546,327	6,360,813	1,164%	96%
	2039	488,220	6,397,669	1,310%	100%
	2040	433,956	6,387,647	1,472%	103%
	2041	383,644	6,329,467	1,650%	106%
	2042	337,318	6,222,364	1,845%	109%
	2043	294,973	6,068,023	2,057%	112%
	2044	256,538	5,870,202	2,288%	115%
	2045	221,905	5,635,949	2,540%	117%
	2046	190,927	5,372,675	2,814%	119%
	2047	163,403	5,085,954	3,113%	121%
	2048	139,110	4,780,976	3,437%	123%
	2049	117,823	4,463,932	3,789%	125%
	2050	99,313	4,141,433	4,170%	127%
	2051	83,326	3,817,177	4,581%	128%
	2052	69,599	3,492,473	5,018%	129%
	2053	57,866	3,169,226	5,477%	130%
	2054	47,885	2,852,131	5,956%	131%
	2055	39,445	2,548,184	6,460%	132%
	2056	32,351	2,261,157	6,989%	132%
	2057	26,416	1,991,503	7,539%	133%
	2058	21,468	1,739,101	8,101%	133%
	2059	17,357	1,504,397	8,667%	134%
	2060	13,957	1,289,160	9,237%	134%
	2061	11,161	1,093,927	9,801%	134%
	2062	8,877	918,661	10,349%	135%
	2063	7,018	762,780	10,868%	135%
	2064	5,515	625,242	11,337%	135%
	2065	4,305	505,970	11,754%	135%
	2066	3,339	404,258	12,108%	135%
	2067	2,573	318,646	12,385%	135%
	2068	1,970	247,568	12,568%	135%
	2069	1,497	189,244	12,639%	135%
	2070	1,129	142,081	12,584%	135%
	2071	845	104,618	12,387%	135%
	2072	627	75,755	12,083%	135%
	2073	461	53,987	11,704%	135%
	2074	336	37,784	11,233%	135%
	2075	243	25,905	10,676%	135%
	2076	173	17,409	10,069%	135%
	2077	122	11,460	9,426%	135%
	2078	84	7,391	8,750%	135%
	2079 - 2083	153	11,830	7,747%	135%
	2084 - 2088	19	1,367	7,300%	135%
	2089 - 2093	2	118	6,204%	135%

Without Interest Accum./Disc.			
History	39,540,317	11,562,461	29%
Future	29,009,524	188,120,270	648%
Lifetime	68,549,841	199,682,731	291%

With Interest Accum./Disc. To 12/31/2018			
History	57,690,850	14,498,926	25%
Future	20,399,855	91,124,691	447%
Lifetime	78,090,704	105,623,617	135%

Attachment 3-b
New York Life Insurance Company
Written Premium and Paid Claim Experience and Projections by Calendar Year
Pennsylvania-Specific Experience After Requested Rate Increase
Generation 4.0 Policy Forms

	Calendar Year	Actual or Projected Experience using Current Assumptions			
		Without Interest			Cumulative Loss Ratio With 4.0% Interest
		Written Premium	Paid Claims	Loss Ratio	
Historical Experience	1990	0	0	0%	0%
	1991	0	0	0%	0%
	1992	0	0	0%	0%
	1993	0	0	0%	0%
	1994	0	0	0%	0%
	1995	0	0	0%	0%
	1996	0	0	0%	0%
	1997	6,619	0	0%	0%
	1998	76,929	0	0%	0%
	1999	497,216	0	0%	0%
	2000	824,876	5,690	1%	0%
	2001	1,258,697	108,263	9%	4%
	2002	1,706,927	71,163	4%	4%
	2003	2,162,747	84,524	4%	4%
	2004	2,247,501	167,872	7%	5%
	2005	2,237,005	215,417	10%	6%
	2006	2,219,511	245,780	11%	7%
	2007	2,213,817	334,614	15%	8%
	2008	2,218,748	437,354	20%	9%
	2009	2,213,680	602,452	27%	11%
Projected Future Experience (75 Years)	2010	2,191,093	739,746	34%	13%
	2011	2,181,562	830,241	38%	14%
	2012	2,160,740	846,726	39%	16%
	2013	2,117,097	762,123	36%	17%
	2014	2,204,175	857,795	39%	18%
	2015	2,277,451	1,069,113	47%	20%
	2016	2,212,593	1,227,381	55%	21%
	2017	2,174,385	1,329,199	61%	23%
	2018	2,136,948	1,627,010	76%	25%
	2019	2,063,616	2,470,286	120%	28%
	2020	2,262,014	2,982,662	132%	32%
	2021	2,320,035	3,202,311	138%	35%
	2022	2,227,554	3,286,578	148%	39%
	2023	2,133,700	3,321,212	156%	42%
	2024	2,039,053	3,428,327	168%	45%
	2025	1,944,051	3,643,166	187%	48%
	2026	1,848,970	3,871,681	209%	51%
	2027	1,754,027	4,108,854	234%	54%
	2028	1,659,377	4,352,783	262%	57%
	2029	1,565,234	4,598,118	294%	60%
	2030	1,471,798	4,841,050	329%	64%
	2031	1,379,280	5,077,781	368%	67%
	2032	1,287,988	5,303,887	412%	70%
	2033	1,198,205	5,516,351	460%	74%
	2034	1,110,196	5,711,445	514%	77%
	2035	1,024,196	5,884,381	575%	80%
	2036	940,503	6,028,557	641%	84%
	2037	859,544	6,136,544	714%	87%
	2038	781,689	6,204,307	794%	90%
	2039	707,255	6,228,887	881%	93%
	2040	636,481	6,207,845	975%	96%
	2041	569,634	6,140,319	1,078%	99%
	2042	506,922	6,025,968	1,189%	102%
	2043	448,525	5,866,745	1,308%	104%
	2044	394,548	5,666,478	1,436%	107%
	2045	345,038	5,432,087	1,574%	109%
	2046	299,982	5,170,833	1,724%	111%
	2047	259,270	4,888,224	1,885%	112%
	2048	222,750	4,589,318	2,060%	114%
	2049	190,256	4,280,049	2,250%	116%
	2050	161,593	3,966,700	2,455%	117%
	2051	136,511	3,652,733	2,676%	118%
	2052	114,711	3,339,292	2,911%	119%
	2053	95,870	3,028,076	3,159%	120%
	2054	79,685	2,723,446	3,418%	121%
	2055	65,881	2,431,963	3,691%	122%
	2056	54,193	2,157,107	3,980%	122%
	2057	44,357	1,899,197	4,282%	123%
	2058	36,115	1,658,018	4,591%	123%
	2059	29,240	1,433,920	4,904%	123%
	2060	23,537	1,228,528	5,220%	124%
	2061	18,838	1,042,309	5,533%	124%
	2062	14,992	875,196	5,838%	124%
	2063	11,859	726,608	6,127%	124%
	2064	9,323	595,535	6,388%	124%
	2065	7,280	481,890	6,620%	124%
	2066	5,648	384,990	6,817%	124%
	2067	4,353	303,438	6,971%	125%
	2068	3,333	235,737	7,072%	125%
	2069	2,534	180,189	7,110%	125%
	2070	1,911	135,274	7,078%	125%
	2071	1,430	99,600	6,965%	125%
	2072	1,062	72,117	6,793%	125%
	2073	781	51,392	6,579%	125%
	2074	570	35,966	6,314%	125%
	2075	411	24,658	6,001%	125%
	2076	293	16,570	5,659%	125%
	2077	206	10,908	5,298%	125%
	2078	143	7,035	4,918%	125%
	2079 - 2083	259	11,261	4,354%	125%
	2084 - 2088	32	1,301	4,102%	125%
	2089 - 2093	3	112	3,486%	125%

Without Interest Accum./Disc.			
History	39,540,317	11,562,461	29%
Future	37,378,642	183,278,101	490%
Lifetime	76,918,959	194,840,563	253%

With Interest Accum./Disc. To 12/31/2018			
History	57,690,850	14,498,926	25%
Future	25,579,842	89,306,302	349%
Lifetime	83,270,692	103,805,228	125%

Attachment 4
New York Life Insurance Company
Breakdown of Historical Incurred Claims and Reserve Balances at December 31, 2018
Generation 4.0 Policy Forms

Nationwide Experience						
Incurred Year	Discounted to the Year of Incurral					Year-End Active Life Reserve ^[3]
	Incurred Claims ^[1]	Paid Claims	Disabled Life Reserve	IBNR Reserve	Total Claim Reserve ^[2]	
1990	0	0	0	0	0	
1991	0	0	0	0	0	
1992	0	0	0	0	0	
1993	0	0	0	0	0	
1994	0	0	0	0	0	
1995	0	0	0	0	0	
1996	0	0	0	0	0	
1997	5,009	5,009	0	0	0	
1998	280,995	280,995	0	0	0	
1999	1,058,288	1,058,288	0	0	0	
2000	2,163,078	2,163,078	0	0	0	
2001	3,384,971	3,383,644	1,327	0	1,327	
2002	6,279,177	6,276,578	2,599	0	2,599	
2003	10,131,013	9,787,626	343,387	0	343,387	
2004	10,903,905	10,771,517	132,388	0	132,388	
2005	12,804,047	12,309,090	494,958	0	494,958	
2006	21,045,582	19,738,127	1,307,455	0	1,307,455	
2007	23,904,981	22,181,661	1,723,320	0	1,723,320	
2008	24,119,627	22,862,773	1,256,854	0	1,256,854	
2009	31,698,250	28,295,821	3,402,428	0	3,402,428	
2010	33,401,661	28,403,975	4,997,686	0	4,997,686	
2011	37,654,976	31,736,295	5,918,681	0	5,918,681	
2012	44,092,218	34,523,647	9,568,571	0	9,568,571	
2013	45,687,976	34,397,135	11,290,841	0	11,290,841	
2014	45,653,690	32,324,878	13,328,811	0	13,328,811	
2015	49,911,876	29,389,879	20,490,111	31,886	20,521,997	
2016	63,454,480	26,459,754	36,973,775	20,951	36,994,726	
2017	73,659,897	19,137,561	54,145,337	376,999	54,522,336	
2018	69,015,187	3,953,133	40,679,401	24,382,653	65,062,054	1,135,294,738

Pennsylvania-Specific Experience						
Incurred Year	Discounted to the Year of Incurral					Year-End Active Life Reserve ^[3]
	Incurred Claims ^[1]	Paid Claims	Disabled Life Reserve	IBNR Reserve	Total Claim Reserve ^[2]	
1990	0	0	0	0	0	
1991	0	0	0	0	0	
1992	0	0	0	0	0	
1993	0	0	0	0	0	
1994	0	0	0	0	0	
1995	0	0	0	0	0	
1996	0	0	0	0	0	
1997	0	0	0	0	0	
1998	0	0	0	0	0	
1999	0	0	0	0	0	
2000	600,797	600,797	0	0	0	
2001	149,199	149,199	0	0	0	
2002	8,559	8,559	0	0	0	
2003	636,458	636,458	0	0	0	
2004	407,292	407,292	0	0	0	
2005	41,415	41,415	0	0	0	
2006	481,944	481,944	0	0	0	
2007	701,249	701,249	0	0	0	
2008	448,678	448,678	0	0	0	
2009	500,449	500,449	0	0	0	
2010	450,440	450,440	0	0	0	
2011	389,536	389,536	0	0	0	
2012	767,799	767,799	0	0	0	
2013	1,109,338	1,006,311	103,027	0	103,027	
2014	1,538,872	1,115,765	423,107	0	423,107	
2015	1,384,324	963,531	419,734	1,058	420,793	
2016	3,162,738	1,038,699	2,123,343	695	2,124,039	
2017	2,064,302	614,746	1,437,042	12,514	1,449,555	
2018	2,273,836	85,650	1,176,550	1,011,635	2,188,185	41,941,821

[1] Incurred claims are the sum of paid claims, disabled life reserve, and incurred but not reported (IBNR) reserve.

[2] Claim reserve is the sum of disabled life reserve and IBNR reserve.

[3] Active life reserve is defined as interpolated terminal reserves plus unearned premium reserves.

Attachment 5-a
New York Life Insurance Company
Nationwide Experience and Projections by Policy Year - Before Requested Rate Increase
Generation 4.0 Policy Forms

Policy Year	Actual and Projected Experience using Current Assumptions				
	Earned Premium	Incurred Claims	Incurred Loss Ratio	End of Year Lives	Cum. Loss Ratio w/ Current Int. 4.0%
1	68,117,108	2,350,299	3%	50,443	3%
2	64,721,807	4,964,324	8%	48,138	5%
3	62,917,163	8,157,270	13%	46,554	8%
4	61,770,110	8,194,686	13%	45,368	9%
5	61,336,024	13,150,341	21%	44,394	11%
6	61,014,090	19,047,687	31%	43,513	14%
7	60,670,731	21,389,716	35%	42,613	17%
8	60,350,505	27,754,270	46%	41,859	20%
9	60,186,729	27,984,678	46%	41,130	22%
10	59,955,657	30,979,953	52%	40,373	25%
11	59,550,331	37,467,348	63%	39,593	27%
12	59,711,757	41,584,925	70%	38,809	30%
13	60,928,792	47,580,863	78%	38,000	33%
14	62,028,659	53,072,024	86%	37,209	36%
15	62,745,445	51,083,066	81%	36,362	38%
16	63,034,775	58,028,233	92%	35,456	41%
17	62,997,221	71,041,020	113%	34,542	44%
18	62,109,854	79,692,916	128%	33,625	47%
19	60,422,059	87,796,627	145%	32,501	51%
20	58,393,853	87,642,032	150%	31,521	54%
21	56,060,135	95,494,440	170%	30,376	57%
22	53,466,051	101,664,146	190%	29,216	60%
23	50,815,658	108,209,173	213%	28,025	64%
24	48,159,795	114,871,603	239%	26,814	67%
25	45,509,026	121,577,133	267%	25,590	71%
26	42,867,025	127,756,393	298%	24,354	75%
27	40,245,104	134,300,895	334%	23,112	79%
28	37,653,553	139,761,725	371%	21,868	82%
29	35,102,398	145,190,332	414%	20,628	86%
30	32,599,753	150,020,046	460%	19,395	90%
31	30,154,485	154,268,832	512%	18,174	94%
32	27,777,157	158,109,858	569%	16,972	97%
33	25,476,614	161,403,889	634%	15,792	101%
34	23,260,689	163,765,430	704%	14,640	105%
35	21,139,074	165,004,292	781%	13,521	108%
36	19,117,855	165,183,138	864%	12,438	111%
37	17,203,220	164,384,197	956%	11,397	115%
38	15,401,933	162,698,334	1,056%	10,401	118%
39	13,719,265	159,980,642	1,166%	9,454	121%
40	12,157,227	155,848,434	1,282%	8,557	124%
41	10,715,435	150,514,128	1,405%	7,713	126%
42	9,393,980	144,455,112	1,538%	6,924	129%
43	8,192,344	137,968,283	1,684%	6,190	131%
44	7,107,875	131,037,002	1,844%	5,512	133%
45	6,136,054	123,418,498	2,011%	4,889	135%
46	5,270,280	115,615,189	2,194%	4,319	137%
47	4,504,311	107,889,245	2,395%	3,801	138%
48	3,831,870	100,415,498	2,621%	3,332	139%
49	3,245,890	93,087,592	2,868%	2,912	141%
50	2,738,618	85,476,573	3,121%	2,536	142%
51	2,301,629	77,583,937	3,371%	2,201	143%
52	1,927,198	70,080,793	3,636%	1,904	144%
53	1,608,177	63,219,148	3,931%	1,642	144%
54	1,337,856	56,906,797	4,254%	1,412	145%
55	1,109,887	50,815,564	4,578%	1,210	145%
56	918,149	44,974,601	4,898%	1,034	146%
57	757,372	39,544,962	5,221%	880	146%
58	623,021	34,655,990	5,563%	747	147%
59	511,158	30,256,131	5,919%	632	147%
60	418,362	26,128,630	6,245%	532	147%
61	341,474	22,280,301	6,525%	447	147%
62	277,914	18,809,419	6,768%	373	148%
63	225,538	15,800,516	7,006%	310	148%
64	182,522	13,211,266	7,238%	257	148%
65	147,326	10,875,607	7,382%	212	148%
66-70	398,287	27,458,826	6,894%	596	148%
71-75	123,148	2,343,231	1,903%	192	148%
76-80	32,738	16,976	52%	51	148%

Total	1,955,227,098	5,423,295,028	277%	1,245,486	148%
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Attachment 5-b
New York Life Insurance Company
Nationwide Experience and Projections by Policy Year - After Requested Rate Increase
Generation 4.0 Policy Forms

Policy Year	Actual and Projected Experience using Current Assumptions				
	Earned Premium	Incurred Claims	Incurred Loss Ratio	End of Year Lives	Cum. Loss Ratio w/ Current Int. 4.0%
1	68,117,108	2,350,299	3%	50,443	3%
2	64,721,807	4,964,324	8%	48,138	5%
3	62,917,163	8,157,270	13%	46,554	8%
4	61,770,110	8,194,686	13%	45,368	9%
5	61,336,024	13,150,341	21%	44,394	11%
6	61,014,090	19,047,687	31%	43,513	14%
7	60,671,015	21,389,706	35%	42,613	17%
8	60,352,733	27,754,189	46%	41,859	20%
9	60,193,768	27,984,467	46%	41,129	22%
10	59,968,682	30,979,603	52%	40,373	25%
11	59,563,765	37,466,926	63%	39,593	27%
12	59,724,961	41,584,419	70%	38,809	30%
13	60,941,755	47,580,256	78%	37,999	33%
14	62,042,532	53,071,258	86%	37,209	36%
15	62,818,261	51,080,884	81%	36,360	38%
16	63,483,053	58,017,333	91%	35,438	41%
17	64,369,152	71,003,474	110%	34,492	44%
18	65,412,781	79,590,453	122%	33,501	47%
19	66,476,625	87,585,187	132%	32,309	50%
20	66,482,378	87,317,198	131%	31,286	53%
21	65,359,499	95,058,960	145%	30,106	56%
22	63,683,595	101,105,045	159%	28,917	59%
23	61,705,042	107,515,452	174%	27,725	62%
24	58,964,671	114,045,247	193%	26,519	66%
25	56,104,903	120,598,486	215%	25,300	69%
26	53,230,372	126,601,643	238%	24,070	72%
27	50,360,974	132,942,957	264%	22,834	76%
28	47,506,816	138,173,828	291%	21,597	79%
29	44,677,528	143,345,891	321%	20,364	82%
30	41,879,151	147,894,346	353%	19,138	86%
31	39,118,474	151,839,641	388%	17,926	89%
32	36,405,641	155,355,871	427%	16,732	92%
33	33,749,853	158,309,867	469%	15,561	96%
34	31,159,324	160,326,592	515%	14,419	99%
35	28,645,074	161,228,988	563%	13,309	102%
36	26,215,088	161,088,388	614%	12,237	105%
37	23,878,130	159,999,014	670%	11,206	108%
38	21,644,165	158,054,117	730%	10,221	111%
39	19,522,220	155,120,070	795%	9,286	113%
40	17,518,228	150,835,044	861%	8,401	116%
41	15,635,987	145,414,861	930%	7,568	118%
42	13,880,202	139,326,077	1,004%	6,790	120%
43	12,254,903	132,858,306	1,084%	6,067	122%
44	10,761,552	125,995,566	1,171%	5,400	124%
45	9,399,261	118,503,353	1,261%	4,787	126%
46	8,164,274	110,865,288	1,358%	4,227	127%
47	7,052,955	103,334,059	1,465%	3,718	128%
48	6,061,103	96,076,712	1,585%	3,259	130%
49	5,182,886	88,986,824	1,717%	2,847	131%
50	4,410,965	81,647,172	1,851%	2,479	132%
51	3,736,427	74,056,926	1,982%	2,151	133%
52	3,150,741	66,855,303	2,122%	1,860	133%
53	2,645,607	60,281,251	2,279%	1,604	134%
54	2,212,798	54,243,408	2,451%	1,379	134%
55	1,844,135	48,423,537	2,626%	1,182	135%
56	1,531,373	42,846,945	2,798%	1,010	135%
57	1,267,185	37,666,259	2,972%	860	136%
58	1,045,054	33,004,059	3,158%	729	136%
59	859,154	28,810,279	3,353%	617	136%
60	704,286	24,877,323	3,532%	519	136%
61	575,556	21,211,157	3,685%	436	137%
62	468,879	17,905,188	3,819%	364	137%
63	380,809	15,039,754	3,949%	303	137%
64	308,372	12,574,341	4,078%	251	137%
65	249,034	10,350,658	4,156%	207	137%
66-70	673,829	26,129,996	3,878%	582	137%
71-75	208,526	2,229,442	1,069%	188	137%
76-80	55,444	16,147	29%	50	137%

Total	2,188,427,806	5,297,239,599	242%	1,238,682	137%
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Attachment 6-a
New York Life Insurance Company
Pennsylvania-Specific Experience and Projections by Policy Year - Before Requested Rate Increase
Generation 4.0 Policy Forms

Policy Year	Actual and Projected Experience using Current Assumptions				
	Earned Premium	Incurred Claims	Incurred Loss Ratio	End of Year Lives	Cum. Loss Ratio w/ Current Int. 4.0%
1	2,416,428	385,219	16%	1,841	16%
2	2,317,845	233,545	10%	1,762	13%
3	2,256,836	158,606	7%	1,705	11%
4	2,230,471	1,119,987	50%	1,670	20%
5	2,222,796	798,647	36%	1,642	23%
6	2,219,708	210,564	9%	1,613	21%
7	2,219,124	79,126	4%	1,584	19%
8	2,211,493	665,680	30%	1,557	20%
9	2,205,719	241,971	11%	1,535	19%
10	2,193,322	438,594	20%	1,505	19%
11	2,162,183	812,321	38%	1,474	21%
12	2,185,220	872,069	40%	1,446	22%
13	2,224,334	1,694,910	76%	1,415	25%
14	2,254,806	702,793	31%	1,387	25%
15	2,232,606	2,264,347	101%	1,351	29%
16	2,217,067	1,248,966	56%	1,319	30%
17	2,173,686	1,849,620	85%	1,285	33%
18	2,125,339	3,723,005	175%	1,246	38%
19	2,048,750	2,999,480	146%	1,204	41%
20	1,975,207	2,934,496	149%	1,166	45%
21	1,897,055	3,183,814	168%	1,123	48%
22	1,808,633	3,416,227	189%	1,082	51%
23	1,719,306	3,662,270	213%	1,039	55%
24	1,629,774	3,919,373	240%	995	58%
25	1,540,423	4,182,839	272%	950	62%
26	1,451,661	4,445,651	306%	905	66%
27	1,363,703	4,711,849	346%	859	70%
28	1,276,829	4,970,900	389%	813	73%
29	1,191,322	5,220,126	438%	768	77%
30	1,107,363	5,452,534	492%	722	81%
31	1,025,208	5,666,218	553%	677	85%
32	945,256	5,864,746	620%	632	89%
33	867,765	6,036,668	696%	588	93%
34	792,920	6,171,180	778%	545	97%
35	721,031	6,254,432	867%	503	101%
36	652,324	6,292,632	965%	462	104%
37	587,066	6,284,262	1,070%	422	108%
38	525,527	6,223,969	1,184%	385	111%
39	467,878	6,114,508	1,307%	349	114%
40	414,217	5,942,765	1,435%	314	117%
41	364,590	5,722,552	1,570%	282	120%
42	319,067	5,471,693	1,715%	252	123%
43	277,671	5,192,557	1,870%	224	125%
44	240,310	4,891,906	2,036%	198	127%
45	206,828	4,556,506	2,203%	174	129%
46	177,008	4,215,440	2,381%	153	131%
47	150,656	3,882,868	2,577%	133	133%
48	127,568	3,561,850	2,792%	116	134%
49	107,491	3,249,518	3,023%	100	135%
50	90,146	2,919,519	3,239%	86	136%
51	75,227	2,583,240	3,434%	74	137%
52	62,476	2,272,498	3,637%	63	138%
53	51,657	1,997,270	3,866%	53	138%
54	42,536	1,750,418	4,115%	45	139%
55	34,892	1,516,610	4,347%	38	139%
56	28,502	1,296,980	4,551%	31	140%
57	23,185	1,097,451	4,733%	26	140%
58	18,783	923,069	4,914%	22	140%
59	15,155	770,602	5,085%	18	140%
60	12,181	631,631	5,185%	15	141%
61	9,748	507,645	5,208%	12	141%
62	7,766	399,866	5,149%	9	141%
63	6,159	311,505	5,058%	8	141%
64	4,864	241,760	4,970%	6	141%
65	3,827	184,629	4,824%	5	141%
66-70	9,702	384,636	3,964%	12	141%
71-75	2,759	32,049	1,161%	3	141%
76-80	725	95	13%	1	141%

Total	68,549,679	188,017,273	274%	45,993	141%
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Attachment 6-b
New York Life Insurance Company
Pennsylvania-Specific Experience and Projections by Policy Year - After Requested Rate Increase
Generation 4.0 Policy Forms

Policy Year	Actual and Projected Experience using Current Assumptions				
	Earned Premium	Incurred Claims	Incurred Loss Ratio	End of Year Lives	Cum. Loss Ratio w/ Current Int. 4.0%
1	2,416,428	385,219	16%	1,841	16%
2	2,317,845	233,545	10%	1,762	13%
3	2,256,836	158,606	7%	1,705	11%
4	2,230,471	1,119,987	50%	1,670	20%
5	2,222,796	798,647	36%	1,642	23%
6	2,219,708	210,564	9%	1,613	21%
7	2,219,124	79,126	4%	1,584	19%
8	2,211,493	665,680	30%	1,557	20%
9	2,205,860	241,969	11%	1,535	19%
10	2,195,024	438,571	20%	1,505	19%
11	2,164,000	812,291	38%	1,474	21%
12	2,187,007	872,032	40%	1,446	22%
13	2,226,091	1,694,865	76%	1,415	25%
14	2,256,531	702,737	31%	1,387	25%
15	2,234,297	2,264,276	101%	1,351	29%
16	2,218,751	1,248,877	56%	1,319	30%
17	2,197,865	1,848,837	84%	1,283	33%
18	2,242,686	3,719,100	166%	1,240	38%
19	2,276,619	2,991,091	131%	1,196	41%
20	2,279,620	2,921,432	128%	1,156	44%
21	2,242,893	3,166,145	141%	1,112	47%
22	2,187,681	3,393,621	155%	1,070	50%
23	2,119,619	3,634,653	171%	1,027	53%
24	2,024,741	3,886,520	192%	983	57%
25	1,927,238	4,143,844	215%	939	60%
26	1,829,757	4,399,522	240%	893	63%
27	1,732,551	4,657,463	269%	848	67%
28	1,635,846	4,907,200	300%	803	70%
29	1,539,884	5,146,077	334%	757	74%
30	1,444,801	5,367,135	371%	712	77%
31	1,350,819	5,568,563	412%	667	81%
32	1,258,313	5,753,969	457%	622	84%
33	1,167,525	5,912,304	506%	579	88%
34	1,078,650	6,033,153	559%	536	91%
35	992,052	6,103,270	615%	494	94%
36	908,039	6,129,143	675%	454	98%
37	826,981	6,109,773	739%	415	101%
38	749,268	6,040,157	806%	378	104%
39	675,211	5,923,377	877%	342	107%
40	605,061	5,747,059	950%	308	109%
41	539,037	5,525,018	1,025%	277	112%
42	477,398	5,274,536	1,105%	247	114%
43	420,348	4,997,934	1,189%	220	116%
44	367,943	4,701,819	1,278%	194	118%
45	320,161	4,373,606	1,366%	171	120%
46	276,881	4,041,216	1,460%	150	121%
47	238,010	3,718,206	1,562%	130	123%
48	203,415	3,407,411	1,675%	113	124%
49	172,880	3,105,970	1,797%	98	125%
50	146,122	2,788,471	1,908%	84	126%
51	122,802	2,465,675	2,008%	72	126%
52	102,628	2,167,856	2,112%	61	127%
53	85,324	1,904,466	2,232%	52	128%
54	70,592	1,668,553	2,364%	44	128%
55	58,135	1,445,314	2,486%	37	128%
56	47,645	1,235,744	2,594%	31	129%
57	38,861	1,045,445	2,690%	26	129%
58	31,550	879,204	2,787%	21	129%
59	25,498	733,909	2,878%	17	129%
60	20,521	601,508	2,931%	14	130%
61	16,439	483,404	2,941%	11	130%
62	13,107	380,751	2,905%	9	130%
63	10,402	296,601	2,851%	7	130%
64	8,218	230,184	2,801%	6	130%
65	6,470	175,783	2,717%	5	130%
66-70	16,413	366,184	2,231%	12	130%
71-75	4,672	30,500	653%	3	130%
76-80	1,228	91	7%	1	130%

Total	76,918,685	183,475,757	239%	45,732	130%
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Attachment 7
New York Life Insurance Company
Status Listing as of November 1, 2019
All Jurisdictions in which these Forms are Active
Generation 4.0 Policy Forms

Jurisdiction	First Round ^[1]			Current Round ^[2]								
	Requested Increase	Date Approved or Filed	Amount Approved or Filed	Requested Increase		Filing Status	Date of Submission ^[3]	Date Approved or Filed	Amount Approved or Filed		2018 Annualized Premium	Proportion of Nationwide
				Attained Age < 69	Attained Age 69 - 73				Attained Age < 69	Attained Age 69 - 73		
Alaska ^[4]	40.0%	2/25/2013	40.0%	80.0%	45.0%	To Be Filed	11/1/2019				451,016	0.73%
Alabama	40.0%	2/19/2013	40.0%	80.0%	45.0%	Pending	10/22/2019				1,334,255	2.15%
Arkansas	40.0%	9/20/2013	20.0%	80.0%	45.0%	To Be Filed	12/3/2019				269,166	0.43%
Arizona	40.0%	3/25/2013	40.0%	80.0%	45.0%	Pending	10/31/2019				700,161	1.13%
California ^[5]	40.0%	5/15/2015	20.0%	80.0%	45.0%	Pending	10/30/2019				8,701,811	13.99%
Colorado	40.0%	6/18/2013	40.0%	80.0%	45.0%	To Be Filed	11/19/2019				839,614	1.35%
Connecticut	40.0%	Disapproved	0.0%	80.0%	45.0%	Pending	10/25/2019				496,318	0.80%
District of Columbia	40.0%	8/16/2013	10.0%	80.0%	45.0%	To Be Filed	11/15/2019				127,073	0.20%
Delaware	40.0%	4/17/2013	25.0%	80.0%	45.0%	To Be Filed	11/26/2019				118,426	0.19%
Florida	40.0%	11/13/2013	25.0%	80.0%	45.0%	To Be Filed	11/11/2019				2,305,430	3.71%
Georgia	40.0%	4/25/2013	15.0%	80.0%	45.0%	Pending	10/16/2019				1,078,948	1.73%
Hawaii	40.0%	9/26/2013	40.0%	80.0%	45.0%	Pending	10/22/2019				666,031	1.07%
Iowa	40.0%	7/8/2013	40.0%	80.0%	45.0%	Pending	10/16/2019				1,857,961	2.99%
Idaho	40.0%	6/11/2013	25.1%	80.0%	45.0%	To Be Filed	12/5/2019				359,447	0.58%
Illinois	40.0%	12/11/2013	40.0%	80.0%	45.0%	Pending	10/15/2019				2,214,206	3.56%
Indiana	40.0%	9/11/2014	11.5%	80.0%	45.0%	To Be Filed	11/13/2019				213,998	0.34%
Kansas	40.0%	1/17/2014	40.0%	80.0%	45.0%	Pending	10/21/2019				431,461	0.69%
Kentucky	40.0%	12/10/2013	40.0%	80.0%	45.0%	To Be Filed	12/2/2019				639,807	1.03%
Louisiana	40.0%	8/21/2013	40.0%	80.0%	45.0%	To Be Filed	11/6/2019				1,652,838	2.66%
Massachusetts	40.0%	1/20/2017	20.0%	80.0%	45.0%	Pending	10/28/2019				1,437,611	2.31%
Maryland ^[6]	40.0%	6/21/2013	15.0%	80.0%	45.0%	To Be Filed	11/4/2019				1,472,221	2.37%
Maine	40.0%	5/17/2013	40.0%	80.0%	45.0%	To Be Filed	11/27/2019				209,086	0.34%
Michigan	40.0%	3/4/2013	40.0%	80.0%	45.0%	Pending	10/31/2019				766,320	1.23%
Minnesota	40.0%	9/26/2013	40.0%	80.0%	45.0%	To Be Filed	12/6/2019				1,111,431	1.79%
Missouri	40.0%	7/30/2013	40.0%	80.0%	45.0%	Pending	10/29/2019				884,819	1.42%
Mississippi	40.0%	6/19/2013	25.0%	80.0%	45.0%	To Be Filed	11/8/2019				334,614	0.54%
Montana	40.0%	7/8/2013	25.0%	80.0%	45.0%	To Be Filed	11/22/2019				276,540	0.44%
North Carolina	40.0%	9/20/2013	40.0%	80.0%	45.0%	To Be Filed	11/5/2019				1,489,264	2.39%
North Dakota	40.0%	4/15/2013	15.0%	80.0%	45.0%	To Be Filed	11/25/2019				159,256	0.26%
Nebraska	40.0%	7/1/2013	40.0%	80.0%	45.0%	Pending	10/23/2019				633,012	1.02%
New Hampshire ^[6]	40.0%	10/24/2013	30.0%	80.0%	45.0%	To Be Filed	12/4/2019				341,561	0.55%
New Jersey	40.0%	12/5/2013	40.0%	80.0%	45.0%	To Be Filed	11/7/2019				2,321,477	3.73%
New Mexico	40.0%	10/21/2013	15.0%	80.0%	45.0%	To Be Filed	11/21/2019				505,318	0.81%
Nevada	40.0%	4/22/2013	16.9%	80.0%	45.0%	To Be Filed	11/20/2019				335,743	0.54%
New York	40.0%	10/7/2013	16.0%	80.0%	45.0%	Pending	10/14/2019				6,649,143	10.69%
Ohio	40.0%	10/15/2013	40.0%	80.0%	45.0%	Pending	10/17/2019				2,064,063	3.32%
Oklahoma	40.0%	4/4/2013	25.0%	80.0%	45.0%	Pending	10/24/2019				684,698	1.10%
Oregon	40.0%	3/27/2014	40.0%	80.0%	45.0%	To Be Filed	11/12/2019				469,635	0.76%
Pennsylvania	40.0%	9/12/2013	20.0%	80.0%	45.0%	Pending	11/1/2019				2,126,815	3.42%
Rhode Island	40.0%	10/1/2016	40.0%	80.0%	45.0%	To Be Filed	11/20/2019				44,390	0.07%
South Carolina	40.0%	8/15/2013	20.0%	80.0%	45.0%	Pending	10/14/2019				770,716	1.24%
South Dakota	40.0%	4/11/2013	40.0%	80.0%	45.0%	To Be Filed	11/12/2019				569,326	0.92%
Tennessee	40.0%	5/1/2013	40.0%	80.0%	45.0%	To Be Filed	11/5/2019				745,767	1.20%
Texas ^[7]	40.0%	7/25/2013	40.0%	80.0%	45.0%	Pending	10/18/2019				4,403,451	7.08%
Utah	40.0%	6/24/2013	40.0%	80.0%	45.0%	To Be Filed	12/5/2019				353,720	0.57%
Virginia	40.0%	3/24/2015	40.0%	80.0%	45.0%	Pending	10/23/2019				3,632,899	5.84%
Vermont	40.0%	Disapproved	0.0%	80.0%	45.0%	To Be Filed	11/15/2019				96,868	0.16%
Washington	40.0%	11/22/2013	40.0%	80.0%	45.0%	To Be Filed	11/14/2019				1,628,581	2.62%
Wisconsin	40.0%	4/18/2013	40.0%	80.0%	45.0%	To Be Filed	11/6/2019				722,807	1.16%
West Virginia	40.0%	10/2/2013	40.0%	80.0%	45.0%	To Be Filed	11/21/2019				271,626	0.44%
Wyoming	40.0%	6/11/2013	40.0%	80.0%	45.0%	To Be Filed	11/18/2019				231,307	0.37%
[1] First Round increase excluded policyholders with an attained age 75 or higher at the time of implementation.										Total	62,202,050	100.00%

[1] First Round increase excluded policyholders with an attained age 75 or higher at the time of implementation.

[2] Current Round increase excludes policyholders with an attained age 74 or higher as of January 1, 2020.

[3] For jurisdictions with a Filing Status of "To be Filed", the anticipated filing date before January 1, 2020 is provided.

[4] Alaska does not require Long Term Care rates to be filed before use.

[5] No first round rate increase approved for partnership policies in California.

[6] All policies received a first round rate increase regardless of attained age at the time of implementation in Maryland and New Hampshire.

[7] Policies not subject to rate stability requirements in Texas received a 33% first round rate increase.

Attachment 8
New York Life Insurance Company
Nationwide Experience Projections
Experience Restated to the Current Pennsylvania Rate Level from Inception
Generation 4.0 Policy Forms

	Calendar Year	Actual and Projected Experience using Current Assumptions				Cumulative Loss Ratio
		A	B	C = B / A	D	With Current Interest 4.0% (on Col C)
		Earned Premium	Incurred Claims	Incurred Loss Ratio	End of Year Lives	
Historical Experience	1990	3,020	0	0.0%	2	0.0%
	1991	5,436	0	0.0%	10	0.0%
	1992	18,804	0	0.0%	20	0.0%
	1993	27,611	0	0.0%	25	0.0%
	1994	37,646	0	0.0%	34	0.0%
	1995	52,164	0	0.0%	46	0.0%
	1996	74,787	0	0.0%	62	0.0%
	1997	468,006	5,009	1.1%	1,094	0.7%
	1998	4,523,799	280,995	6.2%	7,533	5.4%
	1999	14,925,320	1,058,288	7.1%	15,392	6.6%
	2000	25,778,085	2,163,078	8.4%	22,765	7.6%
	2001	37,183,020	3,384,971	9.1%	31,587	8.3%
	2002	50,522,236	6,279,177	12.4%	41,414	9.8%
	2003	61,786,097	10,131,013	16.4%	44,939	11.7%
	2004	66,294,454	10,903,905	16.4%	45,394	12.8%
	2005	68,253,206	12,804,047	18.8%	44,945	14.0%
	2006	67,971,857	21,045,582	31.0%	43,974	16.6%
	2007	67,608,534	23,904,981	35.4%	43,105	19.0%
	2008	67,236,695	24,119,627	35.9%	42,158	20.8%
	2009	66,631,243	31,698,250	47.6%	41,219	23.3%
Projected Future Experience (75 Years)	2010	66,218,067	33,401,661	50.4%	40,415	25.6%
	2011	65,827,215	37,654,976	57.2%	39,621	27.9%
	2012	65,378,873	44,092,218	67.4%	38,810	30.4%
	2013	64,866,407	45,687,976	70.4%	38,056	32.8%
	2014	64,221,121	45,653,690	71.1%	37,132	34.8%
	2015	63,191,283	49,911,876	79.0%	36,269	36.9%
	2016	62,306,965	63,454,480	101.8%	35,385	39.7%
	2017	61,327,991	73,659,897	120.1%	34,457	42.9%
	2018	60,249,652	69,015,187	114.5%	33,588	45.4%
	2019	58,769,332	80,124,094	136.3%	32,552	48.4%
	2020	56,342,799	85,803,398	152.3%	31,476	51.4%
	2021	53,864,229	91,503,719	169.9%	30,362	54.5%
	2022	51,348,401	97,260,919	189.4%	29,217	57.6%
	2023	48,812,977	103,068,779	211.2%	28,049	60.8%
	2024	46,274,888	108,911,643	235.4%	26,863	64.1%
	2025	43,746,524	114,763,541	262.3%	25,665	67.4%
	2026	41,237,585	120,488,806	292.2%	24,458	70.7%
	2027	38,756,131	126,052,624	325.2%	23,247	74.1%
	2028	36,309,278	131,407,926	361.9%	22,034	77.5%
	2029	33,904,066	136,530,182	402.7%	20,825	80.9%
	2030	31,547,958	141,343,763	448.0%	19,624	84.3%
	2031	29,248,222	145,702,239	498.2%	18,434	87.7%
	2032	27,012,294	149,561,662	553.7%	17,260	91.1%
	2033	24,847,867	152,912,489	615.4%	16,107	94.4%
	2034	22,761,722	155,687,628	684.0%	14,979	97.7%
	2035	20,760,234	157,673,913	759.5%	13,880	100.9%
	2036	18,849,606	158,681,242	841.8%	12,813	104.1%
	2037	17,035,980	158,726,087	931.7%	11,784	107.1%
	2038	15,324,438	157,835,497	1,030.0%	10,797	110.0%
	2039	13,718,733	155,983,452	1,137.0%	9,853	112.8%
	2040	12,221,430	153,126,610	1,252.9%	8,956	115.4%
	2041	10,833,890	149,275,161	1,377.9%	8,108	117.9%
	2042	9,556,302	144,539,920	1,512.5%	7,311	120.3%
	2043	8,387,722	139,018,686	1,657.4%	6,566	122.4%
	2044	7,325,802	132,897,329	1,814.1%	5,874	124.4%
	2045	6,367,205	126,350,826	1,984.4%	5,234	126.3%
	2046	5,507,810	119,544,299	2,170.5%	4,645	127.9%
	2047	4,742,443	112,531,876	2,372.9%	4,107	129.4%
	2048	4,065,137	105,398,769	2,592.7%	3,618	130.8%
	2049	3,469,491	98,210,161	2,830.7%	3,176	132.1%
	2050	2,948,913	91,062,959	3,088.0%	2,778	133.2%
	2051	2,496,706	84,075,774	3,367.5%	2,422	134.1%
	2052	2,106,099	77,161,877	3,663.7%	2,104	135.0%
	2053	1,770,402	70,352,985	3,973.8%	1,823	135.8%
	2054	1,483,251	63,769,302	4,299.3%	1,573	136.5%
	2055	1,238,708	57,476,817	4,640.1%	1,354	137.0%
	2056	1,031,383	51,607,051	5,003.7%	1,162	137.5%
	2057	856,307	46,069,842	5,380.1%	993	138.0%
	2058	709,014	40,859,772	5,762.9%	847	138.3%
	2059	585,502	35,961,501	6,142.0%	720	138.6%
	2060	482,216	31,458,336	6,523.7%	609	138.9%
	2061	396,126	27,329,088	6,899.1%	514	139.1%
	2062	324,587	23,539,664	7,252.2%	432	139.3%
	2063	265,306	20,097,437	7,575.2%	362	139.5%
	2064	216,319	16,971,795	7,845.7%	302	139.6%
	2065	175,929	14,195,432	8,068.8%	251	139.7%
	2066	142,704	11,734,181	8,222.7%	207	139.8%
	2067	115,445	9,574,907	8,293.9%	171	139.8%
	2068	93,137	7,671,014	8,236.3%	140	139.9%
	2069	74,919	5,988,793	7,993.7%	114	139.9%
	2070	60,071	4,527,583	7,537.1%	92	139.9%
	2071	47,995	3,282,501	6,839.2%	74	140.0%
	2072	38,195	2,229,254	5,836.4%	59	140.0%
	2073	30,267	1,364,867	4,509.4%	47	140.0%
	2074	23,873	734,439	3,076.4%	37	140.0%
	2075	18,728	332,796	1,776.9%	29	140.0%
	2076	14,605	125,895	862.0%	23	140.0%
	2077	11,316	49,304	435.7%	17	140.0%
	2078	8,703	21,413	246.0%	13	140.0%
	2079 - 2083	20,224	10,047	49.7%	30	140.0%
	2084 - 2088	4,145	31	0.8%	6	140.0%
	2089 - 2093	609	0	0.0%	1	140.0%

Without Interest Accum./Disc.		
History	1,172,989,597	610,310,882
Future	820,742,200	4,810,553,899
Lifetime	1,993,731,797	5,420,864,781

With Interest Accum./Disc. To 12/31/2018		
History	1,719,155,298	780,968,070
Future	576,513,415	2,432,395,360
Lifetime	2,295,668,713	3,213,363,430

Attachment 9
New York Life Insurance Company
Nationwide Experience Projections
Experience Restated to the Proposed Pennsylvania Rate Level from Inception
Generation 4.0 Policy Forms

		Actual and Projected Experience using Current Assumptions				Cumulative Loss Ratio
	Calendar Year	A Earned Premium	B Incurred Claims	C = B / A Incurred Loss Ratio	D End of Year Lives	With Current Interest 4.0% (on Col C)
Historical Experience	1990	3,020	0	0.0%	2	0.0%
	1991	5,680	0	0.0%	10	0.0%
	1992	19,508	0	0.0%	20	0.0%
	1993	28,402	0	0.0%	25	0.0%
	1994	38,436	0	0.0%	34	0.0%
	1995	53,727	0	0.0%	46	0.0%
	1996	76,741	0	0.0%	62	0.0%
	1997	480,509	5,009	1.0%	1,094	0.7%
	1998	4,719,165	280,995	6.0%	7,533	5.2%
	1999	16,148,776	1,058,288	6.6%	15,392	6.2%
	2000	28,269,921	2,163,078	7.7%	22,765	7.0%
	2001	41,436,300	3,384,971	8.2%	31,587	7.5%
	2002	57,597,845	6,279,177	10.9%	41,414	8.8%
	2003	72,274,202	10,131,013	14.0%	44,939	10.4%
	2004	78,522,162	10,903,905	13.9%	45,394	11.2%
	2005	81,407,415	12,804,047	15.7%	44,945	12.1%
	2006	81,082,034	21,045,582	26.0%	43,974	14.3%
	2007	80,605,148	23,904,981	29.7%	43,105	16.3%
	2008	80,168,418	24,119,627	30.1%	42,158	17.8%
	2009	79,475,067	31,698,250	39.9%	41,219	20.0%
Projected Future Experience (75 Years)	2010	79,022,660	33,401,661	42.3%	40,415	21.8%
	2011	78,676,077	37,654,976	47.9%	39,621	23.8%
	2012	78,328,692	44,092,218	56.3%	38,810	25.9%
	2013	77,937,237	45,687,976	58.6%	38,056	27.9%
	2014	77,383,955	45,653,690	59.0%	37,132	29.6%
	2015	76,420,602	49,911,876	65.3%	36,269	31.3%
	2016	75,618,840	63,454,480	83.9%	35,385	33.6%
	2017	74,756,362	73,659,897	98.5%	34,457	36.3%
	2018	73,803,751	69,015,187	93.5%	33,588	38.4%
	2019	72,337,661	80,219,920	110.9%	32,552	40.8%
	2020	69,727,841	85,912,878	123.2%	31,476	43.3%
	2021	67,056,553	91,629,281	136.6%	30,362	45.9%
	2022	64,337,529	97,405,354	151.4%	29,217	48.5%
	2023	61,587,775	103,235,306	167.6%	28,049	51.1%
	2024	58,823,907	109,103,855	185.5%	26,863	53.8%
	2025	56,057,867	114,985,081	205.1%	25,665	56.5%
	2026	53,298,506	120,743,391	226.5%	24,458	59.2%
	2027	50,552,405	126,344,118	249.9%	23,247	62.0%
	2028	47,824,843	131,740,148	275.5%	22,034	64.7%
	2029	45,121,210	136,906,617	303.4%	20,825	67.5%
	2030	42,447,552	141,766,233	334.0%	19,624	70.3%
	2031	39,809,790	146,171,466	367.2%	18,434	73.0%
	2032	37,214,086	150,077,842	403.3%	17,260	75.8%
	2033	34,667,142	153,475,052	442.7%	16,107	78.5%
	2034	32,175,257	156,294,465	485.8%	14,979	81.1%
	2035	29,745,148	158,318,150	532.2%	13,880	83.8%
	2036	27,384,312	159,353,843	581.9%	12,813	86.3%
	2037	25,101,349	159,418,208	635.1%	11,784	88.7%
	2038	22,904,652	158,538,320	692.2%	10,797	91.1%
	2039	20,801,720	156,687,677	753.2%	9,853	93.3%
	2040	18,799,305	153,820,068	818.2%	8,956	95.5%
	2041	16,903,410	149,946,219	887.1%	8,108	97.5%
	2042	15,119,295	145,179,467	960.2%	7,311	99.4%
	2043	13,451,513	139,619,765	1,037.9%	6,566	101.1%
	2044	11,903,053	133,455,061	1,121.2%	5,874	102.7%
	2045	10,475,507	126,861,389	1,211.0%	5,234	104.2%
	2046	9,169,159	120,005,759	1,308.8%	4,645	105.6%
	2047	7,982,391	112,943,904	1,414.9%	4,107	106.8%
	2048	6,912,001	105,762,428	1,530.1%	3,618	107.9%
	2049	5,953,664	98,527,592	1,654.9%	3,176	108.9%
	2050	5,102,094	91,337,269	1,790.2%	2,778	109.8%
	2051	4,351,072	84,310,664	1,937.7%	2,422	110.6%
	2052	3,693,402	77,361,014	2,094.6%	2,104	111.3%
	2053	3,121,224	70,520,181	2,259.4%	1,823	111.9%
	2054	2,626,530	63,908,606	2,433.2%	1,573	112.5%
	2055	2,201,393	57,592,110	2,616.2%	1,354	112.9%
	2056	1,838,211	51,702,083	2,812.6%	1,162	113.3%
	2057	1,529,615	46,147,738	3,017.0%	993	113.7%
	2058	1,268,699	40,923,221	3,225.6%	847	114.0%
	2059	1,049,064	36,012,878	3,432.9%	720	114.2%
	2060	864,868	31,499,773	3,642.1%	609	114.5%
	2061	711,008	27,362,383	3,848.4%	514	114.6%
	2062	582,951	23,566,258	4,042.6%	432	114.8%
	2063	476,709	20,118,520	4,220.3%	362	114.9%
	2064	388,838	16,988,370	4,369.0%	302	115.0%
	2065	316,334	14,208,371	4,491.6%	251	115.1%
	2066	256,661	11,744,191	4,575.8%	207	115.2%
	2067	207,677	9,582,563	4,614.2%	171	115.2%
	2068	167,575	7,676,765	4,581.1%	140	115.2%
	2069	134,814	5,992,997	4,445.4%	114	115.3%
	2070	108,109	4,530,553	4,190.7%	92	115.3%
	2071	86,385	3,284,516	3,802.2%	74	115.3%
	2072	68,750	2,230,539	3,244.4%	59	115.3%
	2073	54,480	1,365,601	2,506.6%	47	115.3%
	2074	42,971	734,806	1,710.0%	37	115.3%
	2075	33,711	332,947	987.6%	29	115.3%
	2076	26,289	125,945	479.1%	23	115.3%
	2077	20,369	49,321	242.1%	17	115.3%
	2078	15,666	21,419	136.7%	13	115.3%
	2079 - 2083	36,404	10,050	27.6%	30	115.3%
	2084 - 2088	7,460	31	0.4%	6	115.3%
	2089 - 2093	1,096	0	0.0%	1	115.3%

Without Interest Accum./Disc.		
History	1,394,360,652	610,310,882 43.8%
Future	1,107,036,833	4,825,690,540 435.9%
Lifetime	2,501,397,485	5,436,001,422 217.3%

With Interest Accum./Disc. To 12/31/2018		
History	2,034,212,519	780,968,070 38.4%
Future	758,503,662	2,439,686,219 321.6%
Lifetime	2,792,716,181	3,220,654,289 115.3%



The Company You Keep[®]

9-10-98 **LONG-TERM CARE INSURANCE POLICY**

Insured: John J. Doe

Policy No.: G6618-99999-9

Policy Date: May 13, 1997

This Policy has many important features. Please read it carefully. New York Life Insurance Company has issued this Policy and will pay its benefits in consideration of your Application and payment of the required premiums.

IMPORTANT POLICY PROVISIONS

Guaranteed Renewable

Your Policy will remain in effect during your lifetime, subject to the terms of the Policy, as long as premiums are paid when due or during the 31 day grace period that follows. We cannot change your Policy without your consent, unless required by federal or state law, but we may change the premium rates. As an additional feature we guarantee that your premiums will not change for a minimum of [3-5] years, except when required by a change in benefits. After that time, any premium change will be made only on a class basis and will take effect on a Policy Anniversary Date. We will notify you at least 31 days prior to any premium change.

30 Day Right to Examine Your Policy

You have 30 days from the day you receive your Policy to examine and return it to us. If you are not satisfied with your Policy for any reason within 30 days of receipt, you may return it to us or your agent, with a written request for a full refund of any premium paid. Upon your written request within the initial 30 days, we will return any premium paid and coverage will be void from the start.

No Preexisting Condition Exclusion

Benefits for charges incurred as a result of Preexisting Conditions are payable while this Policy is in force. A Preexisting Condition is any injury or sickness for which you received medical advice or treatment during the 6 months prior to the Effective Date.

Federal Tax-Qualified Coverage

This policy is intended to be a Qualified Long-Term Care Insurance Contract under Internal Revenue Code Section 7702B(b).

NOTICES TO INSURED

Caution: We have issued this Long-Term Care Insurance Policy based upon your responses to the questions on your Application. A copy of your Application is attached. If your answers are incorrect or untrue, we have the right to rescind your Policy. The best time to clear up any questions is now, before a claim arises. If, for any reason any of your answers are incorrect or incomplete, contact us at: New York Life Insurance Company, Long-Term Care Administration, 98 San Jacinto Blvd., Suite 800, Austin, Texas 78701.

Notice to Buyer: This Policy may not cover all of the costs associated with Long-Term Care incurred by the buyer during the period of coverage. The buyer is advised to review carefully all Policy limitations.

THIS POLICY IS NOT A MEDICARE SUPPLEMENT POLICY: If you are eligible for Medicare, review *The Guide To Health Insurance For People With Medicare* available from us.

President

Secretary

COUNTERSIGNED _____

Licensed Resident Agent (Where required by law)

NEW YORK LIFE INSURANCE COMPANY

Long Term Care Administration, 98 San Jacinto Blvd. Suite 800, Austin, Texas 78701

Non-Participating

SCHEDULE OF BENEFITS

This coverage is issued at your address on the Application and is subject to the terms and conditions of the Policy. The Insured named below became covered on the Effective Date for the Benefits shown on this Schedule of Benefits.

Name Of Insured: [John Doe
Policy Owner: (if other than insured)..... [Jane Doe]
Issue Age: [Age 65
Policy Number:..... [ILTC XXXXXXXX]
Rate Classification: [Class 1]
Effective Date: [January 1, 1997]
Anniversary Date: [Each January 1, thereafter]
Premium Due Date: [XX Day Of Each Month

Benefits	Amounts	Premium
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Policy Lifetime Maximum Benefit	\$182,500.00	
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Waiting Period	90 days	
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Nursing Home Benefit

Maximum Daily Benefit.....	\$100.00	\$1234.56
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Home And Community-Based

Care Benefits

Maximum Daily Benefit.....	\$80.00	\$1234.56
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Durable Medical Equipment

Lifetime Maximum Benefit.....	\$4,000.00	
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Informal Care Daily Indemnity Benefit.....	\$40.00	
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Riders

Inflation Protection Benefit:

[Optional Automatic 5% Compounded Inflation Protection.....	\$1234.56]	
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[Annual 5% Coverage Increase Offer	0.00]	
--	-------	--

[Optional Nonforfeiture Benefit:	1234.56]	
---	----------	--

[Spouse Paid Up Benefit	1234.56]	
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Premium Mode

[annual]

TOTAL PREMIUM 1234.56

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GLOSSARY

Some words or phrases have special meanings when used in this Policy. These words or phrases are in *Italics* to help you recognize them where they appear. These words and phrases are either included in the Glossary or defined when they first appear in the Policy.

"You", "Your" and "Yourself" refers to the person listed on Page 2 as the Insured and may apply to the Owner if different from the named Insured.

"We", "Our" and "Us" refer only to New York Life Insurance Company.

Activities of Daily Living (ADLs)

Activities of Daily Living means the basic functions we will use to determine your functional capacity. These are:

1. *Dressing* - Your ability to put on and take off all garments and medically necessary braces or artificial limbs usually worn and to fasten or unfasten them.
2. *Eating* - Your ability to move food from a receptacle into the body once it has been prepared and made available to you.
3. *Continence* - Your ability to voluntarily control bowel and bladder function, and to otherwise maintain a reasonable level of personal hygiene.
4. *Toileting* - Your ability to get to and from and on and off the toilet, to maintain a reasonable level of personal hygiene and to care for clothing.
5. *Transferring* - Your ability to move in and out of a chair or bed.
6. *Bathing* - Your ability to bathe yourself in the tub or shower, including getting in and out of the tub or shower; or by sponge bath.

Adult Day Care

Adult Day Care means a program for six or more individuals of social and health-related services provided during the day in a community group setting for the purpose of supporting frail, impaired elderly or other adults with a disability who can benefit from care in a group setting outside the home.

Adult Day Care Center

Adult Day Care Center means a facility that provides *Adult Day Care*.

Alternate Plan of Care

Alternate Plan of Care means any *Plan of Care* that is mutually agreed upon by you, your *Physician* and us as an *Alternate Plan of Care*. Such plan must be a cost effective alternative to care, services or equipment otherwise covered in the Policy.

Assessment

Assessment means an evaluation to determine or verify the degree of loss of your functional capacity or cognitive ability during the pendency of a claim.

Assisted Care Living Facility

Assisted Care Living Facility means a facility that is properly licensed as an *Assisted Care Living Facility* to provide *Substantial Assistance* with the *Activities of Daily Living* or *Substantial Supervision* due to *Cognitive Impairment* to inpatients, for a daily charge which includes room and board.

If such facility is not required to be licensed to provide these services, it must meet all of the following requirements:

- Provides care and services on an ongoing basis to 10 or more inpatients;
- Provides care to each inpatient in accordance with a *Plan Of Care*; and maintains appropriate records;
- Has staff on duty which is trained to provide the required care and services 24 hours per day;
- Has procedures in place to obtain emergency assistance for its inpatients from appropriate medical personnel;
- Has appropriate methods and procedures in place for administering drugs and biologicals to its inpatients.

Benefit

Benefit means a Policy provision under which benefits may be payable, (e.g. the *Nursing Home Care Benefit*). The terms "benefit" or 'benefits', shown in regular type, refer to amounts we pay or have paid under the Policy.

Care Advisor

Care Advisor means an organization or individual designated by us, to (a) conduct any *Assessment* we request under this Policy and, (b) prepare a *Plan of Care* for our insureds. The *Care Advisor* will be a *Licensed Health Care Practitioner* whose profession and training includes experience in managing and arranging for Long-Term Care Services, or an organization that includes such health care professionals. Only a *Licensed Health Care Practitioner* will prepare a *Plan of Care*.

**Chronically Ill
Person**

Chronically Ill Person means an individual who has been certified within the preceding 12 months by a *Licensed Health Care Practitioner* as:

- Being unable to perform, without *Substantial Assistance* from another individual, at least 2 *Activities of Daily Living* due to a loss of functional capacity which is expected to last at least 90 days (not an additional waiting period); or
- Requiring *Substantial Supervision* to protect oneself or others from threats to health and safety due to *Severe Cognitive Impairment*.

**Cognitive
Impairment**

Cognitive Impairment means loss or deterioration of intellectual ability determined using standard reliable tests and clinical evidence demonstrating impairment in one or more of the following areas:

- Deductive and abstract reasoning;
- Orientation to person, place and time; and
- Short- or long-term memory.

Loss of intellectual ability can result from Alzheimer's Disease or similar forms of senility or irreversible dementia. *Cognitive Impairment* such that you require continual *Substantial Supervision* to protect yourself or others from threats to health and safety will be considered *Severe Cognitive Impairment*.

**Durable Medical
Equipment**

Durable Medical Equipment means a special piece of equipment, which is first purchased or rented for your repeated use at your residence, which enables you to perform one or more of the *Activities of Daily Living* without continual *Substantial Assistance*.

Eligible Charges

Eligible Charges means charges you incur for services for which benefits may be payable under the terms of the Policy.

**Home Health
Agency**

Home Health Agency means an agency or organization that is properly licensed to provide *Home Health Care Services* to *Chronically Ill Persons* in their home or residence for an hourly or daily charge. If licensing is not required to provide these services where they are received, the *Home Health Agency* must work under the direction of a *Physician* or nurse, maintain appropriate records, and be engaged on a full-time basis in providing these services.

Home Health Care Services

Home Health Care Services means services provided by a *Home Health Agency* for an hourly or daily charge in your home or residence, including a rest home, to substantially assist you with the *Activities of Daily Living* or to provide *Substantial Supervision* which you need for your own safety or the safety of others because of *Cognitive Impairment*. These services may also include related services such as assisting you with ambulating or exercise or with self-administered medications, reporting changes in your condition or needs, completing appropriate records, or maintenance and personal care, when the primary purpose of the services is to substantially assist you with the *Activities of Daily Living* or to provide *Substantial Supervision*.

Hospice

Hospice means a facility, agency or organization properly licensed as a *Hospice* in the location where the facility is located or the services are provided. If licensing as a *Hospice* is not required, the facility, agency or organization must be organized to provide palliative care, to alleviate the physical emotional, social and spiritual discomforts of individuals who are *Terminally Ill*, and to provide supportive care to the primary caregiver and the family.

Informal Care

Informal Care means personal care you receive at home from any person who does not reside in your home, including a friend or relative, to substantially assist you in performing the *Activities of Daily Living* or to provide *Substantial Supervision* which you need for your own safety or the safety of others because of *Cognitive Impairment*.

Licensed Health Care Practitioner

Licensed Health Care Practitioner means any physician as defined in section 1861(r)(1) of the Social Security Act, or any registered professional nurse, licensed social worker, or other individual who meets such requirements as may be prescribed by the Secretary of the Treasury.

Mental Illness

Mental Illness means a neurosis, psychoneurosis, psychopathy, psychosis, or mental or emotional disease or disorder.

Nursing Home

Nursing Home means a facility or separate portion of a facility which is operated primarily to provide 24 hour care for *Chronically Ill Persons* which:

- is operated pursuant to law;
- is approved for payment of Medicare benefits or is qualified to receive such approval, if so requested;
- is primarily engaged in providing, in addition to room and board accommodations, Skilled Nursing Care under the supervision of a duly licensed *Physician*;
- provides continuous 24 hours a day nursing service by or under the supervision of a registered graduate professional nurse (R.N.); and
- maintains a daily medical record of each payment.

Nursing Home does not mean any of the following:

- a home, facility or part thereof used primarily for rest;
- a home or facility for the aged or for the care and treatment of drug and alcohol abuse; or
- a home or facility operated primarily for the care and treatment of *Mental Illness* or custodial or educational care.

Period of Care

Period of Care means a single period of time that consists of consecutive days and:

- Begins on the first day you are eligible for the benefits provided by this Policy and you receive any care of a type that is covered under any *Benefit* provision of this Policy; and
- Ends when you have not received any care of a type that is covered under any *Benefit* provision for a period of 180 consecutive days.

During a *Period of Care*, there may be days on which you receive care or services for which no amount is payable under this Policy due to a *Waiting Period*, limitation or exclusion, or because we have paid the maximum benefits for that kind of care.

Physician

Physician means any legally licensed practitioner of the healing arts rendering services and is practicing as such within the scope of a license issued by the jurisdiction in which such person's services are rendered.

Plan of Care

Plan of Care means a description and schedule of services and assistance prescribed for a *Chronically Ill Person* by a *Licensed Health Care Practitioner*.

**Policy Lifetime
Maximum Benefit**

Policy Lifetime Maximum Benefit means the maximum dollar amount of benefits that we will pay over your lifetime under this Policy. Except as otherwise expressly provided in this Policy, all of the benefits we pay under this Policy count toward the *Policy Lifetime Maximum Benefit*. This amount is shown on the Schedule of Benefits.

Respite Care

Respite Care means care provided to you to allow a respite to those who normally care for you at home (generally family members, friends or neighbors). Such care may include confinement in a *Nursing Home*, *Home Health Care Services*, or *Adult Day Care*.

**Substantial
Assistance**

Substantial Assistance means hands-on assistance and stand-by assistance. Hands-on assistance means the physical assistance of another person without which the individual would be unable to perform the *Activities of Daily Living*. Standby assistance means the presence of another person within arm's reach of the individual that is necessary to prevent, by physical intervention, injury to the individual while the individual is performing the *Activities of Daily Living* (such as being ready to catch the individual if the individual falls while getting into or out of the bathtub or shower as part of bathing, or being ready to remove food from the individual's throat if the individual chokes while eating).

**Substantial
Supervision**

Substantial Supervision means continual supervision (which may include cueing by verbal prompting, gestures, or other demonstrations) by another person that is necessary to protect you when you are severely cognitively impaired from threats to his or her health or safety (such as may result from wandering).

Terminally Ill

Terminally Ill means that a *Physician* has estimated your life expectancy to be less than 12 months.

Waiting Period

Waiting Period means those days at the beginning of a *Period of Care* on which you must incur *Eligible Charges* for care covered under this Policy, before we will pay any benefits. The number of days in the *Waiting Period* is shown on the Schedule of Benefits. These days must all occur within a single *Period of Care*. Days in a *Period of Care* for which you received care or services of a kind covered both under this Policy and by *Medicare* will count toward meeting the *Waiting Period*.

ELIGIBILITY FOR BENEFITS

You will be eligible for the benefits described in this Policy when:

- You have satisfied the Benefit Eligibility provision below;
- You have met the Waiting Period; and
- You have met the Additional Provisions.

Each of these is explained below.

Benefit Eligibility

You will be eligible for the *Benefits* provided by this Policy when you:

This explains how you satisfy the Benefit Eligibility provision.

- Are unable to perform without continual *Substantial Assistance* from another individual 2 or more of the following 6 *Activities of Daily Living*: *Dressing, Eating, Continence, Toileting, Transferring and Bathing* due to a loss of functional capacity; or
- Have suffered a *Severe Cognitive Impairment*;

Provided that:

- You must have been certified, within the past twelve months as a *Chronically Ill Person* by a *Licensed Health Care Practitioner*; and
- You must have a *Plan of Care* which prescribes the types of care, services or supplies for which you claim benefits.
- You are able to perform an *Activity of Daily Living* if you are able to perform that activity with the aid of equipment, but without continual *Substantial Assistance* from another individual.

Meeting The Waiting Period

This explains your *Waiting Period*.

If the *Waiting Period* applies to a *Benefit* included in this Policy, you must satisfy the *Waiting Period* before we will pay any benefits under that *Benefit* provision. We will count only days on which you receive care or services covered under this Policy, and you meet all of the Policy requirements to be eligible for benefits, except that you have not yet met the *Waiting Period*. Your *Waiting Period* is shown on the Schedule of Benefits and is explained in the Glossary and here.

**Additional
Provisions**

This explains the additional requirements that apply before any benefits are payable or that apply to the benefits we pay.

No benefits will be payable under any *Benefit* if an *Exclusion* or *Limitation* described in this Policy applies.

The benefits we pay under each *Benefit* will count toward your *Policy Lifetime Maximum Benefit*, except as expressly provided in a *Benefit* provision.

The care or services for which you claim benefits must be prescribed in your *Plan of Care*.

This Policy must remain in force, except as provided for *Nursing Home* and *Assisted Care Living Facility* confinements which commence while this Policy is in force.

BENEFITS INCLUDED IN THIS POLICY

This section describes the benefits we will pay once you have met all of the requirements of the **ELIGIBILITY FOR BENEFITS** section of this Policy.

- **Nursing Home Care** – These *Benefits* are available when you are confined.

Nursing Home Care Benefit

We will pay a benefit for each day you are confined in a *Nursing Home* or an *Assisted Care Living Facility*. We will pay:

This explains your coverage while you are confined in a *Nursing Home*, or *Assisted Care Living Facility*.

- The *Eligible Charges* made by the *Nursing Home* or *Assisted Care Living Facility* for that day; up to
- The *Nursing Home* Maximum Daily Benefit shown on your Schedule of Benefits;

Provided that:

- Your stay must begin while your coverage under this Policy is in force.

The *Eligible Charges* of a *Nursing Home* or *Assisted Care Living Facility* include only the daily charge to inpatients for room and board. *Eligible charges* do not include items of comfort such as toiletries, television rental, laundry charge, beauty and hair charges, or *Nursing Home* miscellaneous or ancillary charges beyond the daily charges for room and board, including therapy and any other items of comfort.

The *Waiting Period* applies to this *Benefit*.

Bed Hold Benefit

This benefit reserves your bed in the *Nursing Home* or *Assisted Care Living Facility* during a temporary leave.

Once we have begun paying benefits under the *Nursing Home Care Benefit*, we will pay a benefit for each day you incur *Eligible Charges* to assure that a place will be available for you when you return to a *Nursing Home* or *Assisted Care Living Facility* after a temporary absence. We will pay:

- The facility's normal charge to reserve your place; up to
- The *Nursing Home* Maximum Daily Benefit shown on your Schedule of Benefits; and up to
- A maximum of 30 days in any calendar year.

The *Eligible Charges* of a *Nursing Home* or *Assisted Care Living Facility* include the facility's normal charge to reserve your place during a temporary absence.

**Extended
Coverage Benefit**

This explains how your benefits may be extended if you are receiving benefits when this Policy lapses.

If you become confined in a *Nursing Home* or *Assisted Care Living Facility* while this Policy is in effect and you continue to be confined, without interruption, after your Policy lapses or terminates, we will extend your benefits by continuing to pay *Nursing Home Care Benefits* for such confinement while you remain so confined.

All of the provisions of this Policy will continue to apply while your coverage is being extended under this *Benefit*. In no event will we pay benefits in excess of the *Policy Lifetime Maximum Benefit*.

- **Home and Community-Based Care** -- These *Benefits* are available when you receive care or services in your home or residence, except in a *Nursing Home* or *Assisted Care Living Facility*.

**Home and
Community-
Based Care
Benefit**

This benefit allows you to remain at home and receive *Home Health Care Services*.

We will pay a benefit for each day that you receive services from a *Home Health Agency* or an *Adult Day Care Center*. We will pay:

- The *Eligible Charges* made by the *Home Health Agency* or *Adult Day Care Center* for the services provided on that day; up to
- The *Home and Community-Based Care Maximum Daily Benefit* shown on your *Schedule of Benefits*;

Provided that:

- *Eligible Charges* must begin while your coverage under this Policy is in force; and
- No benefits are payable under this *Benefit* for any day on which we pay *Nursing Home Care Benefits* or other benefits because you are confined.

The *Eligible Charges* of a *Home Health Agency* or *Adult Day Care Center* include only its normal charges for services provided to you, when you have become a *Chronically Ill Person*, to substantially assist you with the *Activities of Daily Living* or to provide *Substantial Supervision* which you need for your own safety or the safety of others because of *Cognitive Impairment*. These services may be provided by a home health aide acting within the scope of their certification or license. These *Eligible Charges* may also include the *Home Health Agency's* normal charges for related services such as assisting you with ambulating or exercise or with self-administered medications, reporting changes in your condition or needs, completing appropriate records, or maintenance and personal care, when the primary purpose of the services – during each 4 hour period you receive services – is to substantially assist you with the *Activities of Daily Living* or to provide *Substantial Supervision* which you need for your own safety or the safety of others.

The *Waiting Period* applies to this *Benefit*.

**Informal Care
Benefit**

We will pay a benefit for each day on which you receive *Informal Care* during a *Period of Care*. We will pay:

This provides payment for *Informal Care* received from people such as family and friends who do not reside in your home.

- The *Informal Care* daily indemnity benefit shown on the Schedule of Benefits; up to
- A Lifetime maximum of 365 days while your coverage is in force under this Policy;

Provided that:

- No daily benefit is payable under this *Benefit* for any day for which we pay benefits under any other *Benefit* provision.

The *Waiting Period* does not apply to this *Benefit*, and the days on which we pay benefits under this *Benefit* does not count toward satisfying the *Waiting Period*.

We will pay these *Informal Care* benefits monthly.

**Durable Medical
Equipment
Benefit**

We will pay the charges you incur to purchase or rent *Durable Medical Equipment*, up to the *Durable Medical Equipment Lifetime Maximum Benefit* shown on the Schedule of Benefits;

This benefit provides for special equipment that you may need to perform the *Activities of Daily Living*.

Provided that:

- The *Durable Medical Equipment* must be prescribed in your *Plan of Care* and be first purchased or rented after the Effective Date of the Policy;
- The *Durable Medical Equipment* must enable you to perform any of the *Activities of Daily Living* and allow you to remain in your home for an expected period of at least 90 days after the purchase or rental; and
- The *Durable Medical Equipment* must not materially increase the value of your home.

The *Waiting Period* does not apply to this *Benefit*.

Any benefits we pay under this *Benefit* will not be considered daily benefits.

Special Claims Note: Proof of Loss for *Durable Medical Equipment* will include an itemized bill for the purchase or rental showing the date the equipment was received.

Informal Caregiver Training Benefit

This benefit provides training for an informal caregiver to provide *Informal Care* for you at home.

We will pay the cost of training a person to provide you with *Informal Care* in your home; up to a lifetime maximum of 5 times the *Nursing Home Maximum Daily Benefit* shown on your Schedule of Benefits;

Provided that:

- The training must be prescribed in your *Plan of Care*;
- The training cannot be received while you are confined in a hospital, *Nursing Home* or *Assisted Care Living Facility* unless it is expected that you will return home where the person that is receiving the training can care for you; and
- We will not pay any benefits to train an individual who will be providing any care other than *Informal Care* for you.

You do not have to meet the *Waiting Period* to use this *Benefit*. The benefits we pay under this *Benefit* are not considered a daily benefit, and days on which any person is being trained under this *Benefit* do not count toward the *Waiting Period*.

Respite Care Benefit

This benefit provides coverage for a temporary *Nursing Home* confinement or temporary period of *Home and Community-Based Care* after you have received care on an informal basis for a period of time.

We will pay a benefit for each day you receive care to allow those caring for you at home to get temporary relief (for example, for a holiday, vacation, or emergency). We will pay:

- The *Eligible Charges* of a *Nursing Home*, an *Assisted Care Living Facility*, a *Home Health Agency* or *Adult Day Care Center* for each day you receive care, up to
- The *Nursing Home Maximum Daily Benefit* shown on your Schedule of Benefits if you are confined in a *Nursing Home* or *Assisted Care Living Facility*; or up to
- The greater of:
 - fifty percent (50%) of the *Nursing Home Maximum Daily Benefit*;
 - or
 - The *Home and Community Based Care Maximum Daily Benefit* shown on your Schedule of Benefits;

if you receive care from a *Home Health Agency* or *Adult Day Care Center*; and up to

- 21 days per calendar year.

You do not have to meet the *Waiting Period* before we will pay benefits under this *Benefit* and the days for which we pay benefits under this *Benefit* do not count toward satisfying the *Waiting Period*.

Hospice Care Benefit

This benefit provides coverage for care you receive from a *Hospice*.

If you become *Terminally Ill*, for each day you receive Care provided by a *Hospice*, we will pay:

- The *Eligible Charges* of the *Hospice*; up to
- The *Nursing Home Maximum Daily Benefit* amount.

Provided that:

- You meet all of the requirements of the ELIGIBILITY FOR BENEFITS section of the Policy.

The *Waiting Period* does not apply to this *Benefit*, and the days on which we pay benefits under this *Benefit* do not count toward satisfying the *Waiting Period*.

Alternate Plan of Care Benefit

This benefit provides for a cost effective alternate plan mutually agreed upon.

Once you have met all of the conditions of the ELIGIBILITY FOR BENEFITS section, you may request an *Alternate Plan of Care*. If we agree, we will pay benefits in accordance with the *Alternate Plan of Care*.

Examples: An *Alternate Plan of Care* may call for the use of facilities, providers or other items not otherwise covered by the Policy such as:

- Additional equipment;
- Additional home safety devices;
- Stays in other types of facilities;

The following additional terms apply under this *Benefit*.

- Except as we expressly agree in the *Alternate Plan of Care*, your rights and ours will be governed by all of the Policy terms.
- All of the benefits we agree to pay under the *Alternate Plan of Care* must be for Qualified Long-Term Care Services as defined in Internal Revenue Code Section 7702B(c).
- We may agree with you only for a set period of time (for example, one year). At the end of that period of time, the *Alternate Plan of Care* will end unless we agree with you to renew it. You may terminate an *Alternate Plan of Care* at any time, by giving us at least (15) days advance written notice of the termination.
- After an *Alternate Plan of Care* terminates we will resume paying benefits for expenses you incur in accordance with all of the Policy terms.
- *Alternate Plans of Care* are necessarily unique to each insured, and we reserve the right to decline to agree to any such request, or to any proposed term of an *Alternate Plan of Care*, but we will consider all requests for an *Alternate Plan of Care* on a non-discriminatory basis.

Waiver of Premium Benefit

This benefit waives your premiums after you have satisfied the *Waiting Period* and have been receiving benefits for 90 days.

We will waive the premium payments which become due for your coverage under this Policy once we have paid benefits under the *Nursing Home Care Benefit* for 90 days, or for 90 days of services (other than for *Informal Care*) under the *Home and Community-Based Care Benefit*.

We will waive the premiums which become due after you have met this requirement, and we will continue to waive these premiums so long as you receive care during that *Period of Care*. Once you no longer qualify for this *Benefit*, you must resume paying premiums in order to keep this Policy in force.

If your premium has already been paid for a period for which premiums are waived, we will refund the premiums paid for that period. We will waive or refund premiums beginning on the first day of the first month after you become entitled to a waiver, and you must start paying premiums beginning on the first day of the first month after you are no longer entitled to a waiver. This rule applies without regard to the mode of premium payment shown on the Schedule of Benefits.

EXCEPTIONS AND LIMITATIONS

This section explains the General and Specific Exclusions and Limitations that apply to all of the *Benefits* included in this Policy. We will not pay any benefits, or will reduce the benefits we pay whenever an Exclusion or Limitation applies to your claim. We will not apply any Exclusion or Limitation where not permitted by applicable law. Whenever an Exclusion or Limitation applies to eliminate or reduce our payment, only the actual amount we pay will count against the *Policy Lifetime Maximum Benefit*.

General Exclusions and Limitations

We will not pay any benefits under any *Benefit* included in this Policy for charges you incur as a result of injury or medical condition arising out of:

- War or an act of war, whether declared or undeclared;
- Suicide – sane or insane, attempted suicide, or any intentionally self-inflicted injury;
- Participation in a felony, riot or insurrection;
- Service in the armed forces or units auxiliary thereto;
- Aviation – this exclusion applies only to non-fare paying passengers;
- For a facility or agency located outside of the United States and its territories;
- Which would not be made in the absence of this insurance;
- For any *Mental Illness*. However, we will not apply this exclusion to any charges you incur in connection with a brain disorder with demonstrable organic cause, or which are made in connection with senility, irreversible dementia, Alzheimer's disease or Parkinson's disease;
- For treatment provided in a government facility unless we are required by law to cover the charges;
- From family members (except as explicitly provided under the *Informal Care Benefit*);
- To the extent that benefits are payable by *Medicare* or would be payable except for the application of a deductible or coinsurance amount;

**Specific Exclusions
and Limitations**

Overall Maximum Daily Benefit	The <i>Nursing Home</i> Maximum Daily Benefit shown on the Schedule of Benefits is also the maximum amount we will pay under this Policy and any attached riders on account of all of the <i>Eligible Charges</i> you may incur on any day. This limitation applies even if benefits would be payable under more than one of the <i>Benefit</i> provisions included in this Policy and any attached riders.
Policy Lifetime Maximum Benefit	No additional benefits are payable under this Policy once we have paid benefits equal to the <i>Policy Lifetime Maximum Benefit</i> .
Chronic Illness Certification	No benefits are payable under this Policy for charges you incur on any day for which you are not certified as a <i>Chronically Ill Person</i> . You are responsible for keeping your certification current; this means you must have been certified as a <i>Chronically Ill Person</i> within the preceding 12 months.
Care Not Included in a Plan Of Care	No benefits are payable under this Policy for charges you incur for care, services or equipment unless the care, services or equipment is included in your current <i>Plan of Care</i> .

EFFECT OF OTHER COVERAGE

This section explains how other coverage you may have, including Medicare, will affect the benefits we pay under this Policy.

Effect of Medicare The benefits payable under this Policy will not duplicate any benefits provided by Medicare. When you are eligible for Medicare, we will pay as follows:

- For type of charges covered by this Policy and by Medicare (other than as a secondary payor), we will reduce your benefits under this Policy so that its benefits plus Medicare benefits are equal to 100% of all such charges up to the *Nursing Home Maximum Daily Benefit* shown on your Schedule of Benefits. To the extent required under Internal Revenue Code Section 7702B(b), your Medicare benefits will be treated as including amounts not reimbursable by Medicare due to the Application of a deductible or coinsurance amount.
- For types of charges covered by this Policy, but not covered by Medicare or covered by Medicare only as a secondary payor, we will pay the regular benefits due under this Policy.
- When you are eligible for Medicare, we will pay benefits under this Policy based on your having full Medicare coverage (Part A and Part B). We will not pay any benefits under this provision which would cause this Policy to fail to be a Qualified Long-Term Care Contract under Internal Revenue Code Section 7702B(b).

"Medicare" means the Health Insurance for the Aged Act, Title XVIII of the Social Security Amendments of 1965 as then constituted or later amended. You are *eligible for Medicare -- Part A*, if you are either enrolled in Medicare Part A, or could become enrolled by making application. You are *eligible for Medicare -- Part B* if you are either enrolled in Medicare Part B, or could have become enrolled by making application and paying any required premium, even if you currently would have to wait to enroll in or to become covered under Medicare Part B.

**Effect of No-Fault
Auto Insurance
and Workers'
Compensation
Benefits**

The benefits provided under this Policy will not duplicate *No-Fault Auto Insurance* or *Workers' Compensation Benefits*. If you receive care or services, or incur charges for which benefits may be available under any *Benefit* provision, on account of an automobile accident or occupational injury or sickness, benefits will be payable under this Policy only in excess of your *No-Fault Benefits* or *Workers' Compensation Benefits*.

"*No-Fault Benefits*" means the minimum level of personal injury benefits which applicable state law requires to be offered under automobile insurance policies and which are payable, or would be paid if claims had been made for such benefits, regardless of fault.

"*Workers' Compensation*" means benefits paid or payable under any state or federal workers' compensation, employers' liability, or occupational accident or disease law.

CLAIMS

This section explains how to make your claims under this Policy, and how they will be paid.

Notice of Claim Written Notice of Claim must be given to us at New York Life Insurance Company, Long-Term Care Administration, 98 San Jacinto Blvd., Suite 800, Austin, Texas 78701. The notice must include your name and Policy Number. The notice must be given to us within 60 days after a covered loss occurs or begins, or as soon as reasonably possible.

Claim Forms When we receive a notice of claim, we will give you forms for filing a Proof of Loss. This proof must be given to us within the time limit stated in the "Proof of Loss" provision. If we do not provide these forms to you within 15 days after we receive a notice of claim, you need not use such form if, instead, you give us written proof of the nature and extent of the loss.

Whether or not our claim form is used, Proof of Loss will also include copies of medical records from your primary *Physician(s)* and provider(s) of health care services.

Proof of Loss Proof of loss must be given to us in writing at New York Life Insurance Company, Long-Term Care Administration, 98 San Jacinto Blvd., Suite 800, Austin, Texas 78701. In case of a loss for which this Policy provides any periodic payment contingent upon continuing loss, proof of loss must be given to us within ninety (90) days after the termination of the period for which we are liable. In the case of a claim for any other loss, proof must be given to us within ninety (90) days after the date of loss. Failure to give us the proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time. However, the proof must be given as soon as reasonably possible and in no event, except in the absence of legal capacity, later than one year from the time proof is otherwise required.

Time of Payment of Claims We will pay benefits for any loss covered by this Policy only after we have received due written proof of loss. For benefits which provide periodic payment, we will pay on a monthly basis after services have been rendered. We will pay benefits for all other losses immediately upon receipt of proof of loss.

Payment of Claims While you are living all *Nursing Home* benefits will be paid to you or at your request, or when required by law, to a provider who has furnished covered services to you.

All benefits for *Home and Community-Based Care* you receive will be paid to you.

Any outstanding benefits that have not been paid at the time of your death will be paid to your estate unless otherwise required by law. At our option, we may pay any benefit of \$1,000 or less to any relative by blood or connection by marriage of the insured who is deemed by Us to be equitably entitled thereto. Any payment made by Us in good faith pursuant to this provision will fully discharge Us to the extent of such payment.

Physical Examination

We have the right to examine you or request a third party to perform an *Assessment* of you when and as often as we may deem reasonable during the pendency of a claim. Any such examination or *Assessment* will be at our expense. You must cooperate with the examination or *Assessment*.

Legal Actions

With respect to any claim under this Policy, no legal action may be taken against us during the 60 days after receipt of the written proof of claim, or after 3 years from the date the proof of claim is required to be given.

Appealing a Claim

We will inform you in writing if a claim or any part of a claim is denied. If you believe that our claim decision is in error, we will reconsider your claim. You must send us a written letter within 30 days of our denial, explaining why we should change our decision. You may authorize someone else to act for you in the appeal process.

Your letter should include the names, address and telephone numbers of all *Physicians*, care coordinators, other health care professionals or facilities where you received care, treatment, services, equipment and other items that you think we should consider in reviewing your physical or mental condition.

We will complete our review and notify you in writing within 60 days. If any benefits are due as a result of our reconsideration, they will be paid immediately.

PREMIUMS AND REINSTATEMENT

This Section explains how you will pay your premiums.

Initial Premium Rates

The initial premium rates for the Benefits included in your Policy are shown on your Schedule of Benefits.

Payment of Premiums

Payment of the initial premium will keep this Policy in effect for the initial premium payment period. This period starts at 12:01 A.M. on the Effective Date. It ends at midnight of the day before the next Premium Due Date, subject to the "Grace Period" provision. The mode, or period, of premium payment is shown on the Schedule of Benefits. The above times refer to Standard Time at the place where you then reside. Each premium, after the first, is due at the end of the period for which the preceding premium was paid.

Premiums must be paid to New York Life Insurance Company, Long-Term Care Administration, 98 San Jacinto Blvd., Suite 800, Austin, Texas 78701 or to any other address that we designate. Payment of a premium will not keep this Policy in effect beyond the period for which it is paid, except as may be otherwise provided in this Policy.

Changes in Premiums

We have the right to increase your premium rates as of any Premium Due Date on or after the [3rd - 5th] Anniversary Date of your Policy. Any increase on or after that date will only be made on a class basis, and will take effect on an Anniversary Date.

We will mail you written notice of your new premium rates at least 31 days before the Premium Due Date on which the new premium first becomes payable.

We may change your premium rates due to a change in the requirements of applicable federal law, as explained below.

Grace Period

This Policy has a 31 day grace period. This means that if a premium after the initial premium is not paid by the date it is due, it may be paid during the 31 day period following that date. During the grace period this Policy will stay in effect. You and any person(s) designated by you will receive a termination notice 30 days after the Premium Due Date. Notice will be deemed to have been given five days after the date we mail it.

Reinstatement

If a renewal premium is not paid before the end of its grace period, this Policy will terminate. If we later accept and retain a premium, without requiring an application for reinstatement, the Policy will be reinstated. If an application is required by us, we will issue a conditional receipt for the premium paid. If the application is approved, and all unpaid overdue premiums have been paid, the Policy will be reinstated as of the approval date. If it is disapproved, we will inform you in writing within 45 days after the date of the conditional receipt. If we fail to so inform you the Policy will be reinstated upon such 45th day.

The reinstated Policy will cover only loss due to an injury or illness sustained, or physical or mental condition which begins, after the date of reinstatement. Except for this and any new provisions added in connection with reinstatement, your rights and ours under this Policy will be the same as they were just before the Policy terminated. For purposes of this provision only, an injury or illness, physical or mental condition will be considered to have begun when advice is supplied or treatment is recommended by or received from a *Physician*.

**Third Party
Designation**

If you have made a *Third Party Designation* in your Application, we will notify you and the person that was designated 30 days after the premium due date for which premiums were not paid and allow another 30 days for that premium to be paid.

**Added Protection
Against Lapse**

If your Policy terminates because you did not pay the premium due to a *Cognitive Impairment* or a loss of 2 or more *Activities of Daily Living*, we will reinstate your Policy if you request reinstatement within 5 months of the date of termination and you meet both of the following:

- You furnish us with satisfactory proof of a *Cognitive Impairment* or a loss of 2 or more *Activities of Daily Living*, and
- You pay all the unpaid overdue premiums.

This provision applies only to the named Insured.

COVERAGE PROVISIONS

The following provisions explain when your coverage under this Policy starts, how long it continues, and when it will end.

When Coverage Begins

Your coverage begins on the Effective Date shown on the Schedule of Benefits; provided that, we must deliver the Policy and you must pay the initial premium, in full. If the initial premium is not paid in full on the Effective Date, or within 30 days after the Effective Date, the policy will be void and coverage will never become effective.

Continuation of Coverage

Your coverage will continue as long as you pay the required premiums under this Policy and do not exhaust the *Policy Lifetime Maximum Benefits*.

When Coverage Ends

Your coverage under this Policy will end when the first of the following occurs:

- The last day of the *Grace Period* for the payment of any premium;
- The day the *Policy Lifetime Maximum Benefit* is exhausted; or
- The first day of the following month after you notify New York Life in writing that you wish to terminate your coverage.

If you have paid the premium for coverage beyond this date, we will promptly refund any of the unearned premium to you.

This Policy cannot be canceled, nonrenewed or otherwise terminated on the grounds of age or the deterioration of your physical or mental health.

GENERAL PROVISIONS

The following general provisions apply to your coverage under this Policy.

- Policy Ownership** The Owner is the person named as the Insured on the Policy Schedule, unless another person is named the Owner on the Application and Policy. If the Insured is not the Owner and the Owner dies before the Insured, the Insured will become the new Owner unless the Owner before death or the Insured designates another person to become the Owner. The Owner has all rights and privileges granted by Ownership of this Policy during the Insured's lifetime.
- Misstatement of Age** If your age has been misstated, the *Benefits* included in your Policy will be those that the premium paid would have purchased at your correct age. If we would not have issued a Policy had your age been correctly stated, our liability under the Policy will be limited to a refund of the premiums paid.
- Entire Contract and Changes** This Policy, together with your Application and any optional riders or attached documents, is the entire contract of insurance. No change in this Policy will be valid until approved by our President or Secretary. To be valid, such approval must also be endorsed on or attached to this Policy. No agent has authority to change your Policy. If we change our address or any toll-free telephone number, we will notify you.
- Assignment** This Policy may not be assigned except pursuant to the "Payment of Claims" provision of this policy.
- Protection Against Creditors** Payments made under this Policy are, to the extent law permits, exempt from the claims, attachments, or levies of any creditors.
- Conformity with State and Federal Laws and Regulations** Any provision of this Policy which, on the Effective Date, is in conflict with the requirements of any federal law or regulation or any law or regulation of the state in which you reside on that date is amended to conform to the minimum requirements of such laws and regulations.
- Tax-Qualification under Federal Laws** This Policy is intended to be a Qualified Long-Term Care Insurance Contract under Internal Revenue Code Section 7702B(b). We may amend it at any time as necessary to meet the requirements of that law, any successor law, or any applicable regulations. If this Policy may be amended in more than one way to meet the foregoing requirements, we may determine how to best do so. If any such amendment affects the risk we assumed, we may make an equitable premium adjustment.

Incontestability

If this Policy has been in effect for less than six months we may rescind it or deny an otherwise valid claim if the Application contained a misrepresentation that is material to the acceptance of your Application.

If this Policy has been in effect for at least six months but less than two years, we may rescind it or deny an otherwise valid claim if the Application contained a misrepresentation that is both:

- Material to the acceptance of your Application; and
- Pertains to the condition for which the claim is made.

After the Policy has been in effect for two years, we may not rescind it unless you knowingly and intentionally misrepresented relevant facts relating to your health.

If this Policy is rescinded after we have paid benefits, we may not recover the payments already made.

Reimbursement

We have the right to recover any benefit payments made because of an injury to you caused by a *Third Party's* wrongful act or negligence and which you later monetarily recover from the *Third Party* or the *Third Party's* insurer only to the extent of benefits paid under the policy.

"*Third Party*" means another person or organization.

Right to Recovery

If we make payments with respect to benefits in a total amount which is, at any time, in excess of the benefits payable under the provisions of this Policy, we will have the right to recover such excess from you, or from any persons or providers to, or for, or with respect to whom, such payments were made. We may withhold future benefit payments in order to do so.



The Company You Keep®

NURSING HOME INSURANCE POLICY

Insured: John J. Doe
Policy No.: G6618-99999-9
Policy Date: May 13, 1997

This Policy has many important features. Please read it carefully. New York Life Insurance Company has issued this Policy and will pay its benefits in consideration of your Application and payment of the required premiums.

IMPORTANT POLICY PROVISIONS

Guaranteed Renewable

Your Policy will remain in effect during your lifetime, subject to the terms of the Policy, as long as premiums are paid when due or during the 31 day grace period that follows. We cannot change your Policy without your consent, unless required by federal or state law, but we may change the premium rates. As an additional feature we guarantee that your premiums will not change for a minimum of [3-5] years, except when required by a change in benefits. After that time, any premium change will be made only on a class basis and will take effect on a Policy Anniversary Date. We will notify you at least 31 days prior to any premium change.

30 Day Right to Examine Your Policy

You have 30 days from the day you receive your Policy to examine and return it to us. If you are not satisfied with your Policy for any reason within 30 days of receipt, you may return it to us or your agent, with a written request for a full refund of any premium paid. Upon your written request within the initial 30 days, we will return any premium paid and coverage will be void from the start.

No Preexisting Condition Exclusion

Benefits for charges incurred as a result of Preexisting Conditions are payable while this Policy is in force. A Preexisting Condition is any injury or sickness for which you received medical advice or treatment during the 6 months prior to the Effective Date.

Federal Tax-Qualified Coverage

This policy is intended to be a Qualified Long-Term Care Insurance Contract under Internal Revenue Code Section 7702B(b).

NOTICES TO INSURED

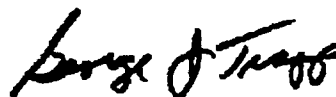
Caution: We have issued this Long-Term Care Insurance Policy based upon your responses to the questions on your Application. A copy of your Application is attached. If your answers are incorrect or untrue, we have the right to rescind your Policy. The best time to clear up any questions is now, before a claim arises. If, for any reason any of your answers are incorrect or incomplete, contact us at: New York Life Insurance Company, Long-Term Care Administration, 98 San Jacinto Blvd., Suite 800, Austin, Texas 78701.

Notice to Buyer: This Policy may not cover all of the costs associated with Long-Term Care incurred by the buyer during the period of coverage. The buyer is advised to review carefully all Policy limitations.

THIS POLICY IS NOT A MEDICARE SUPPLEMENT POLICY: If you are eligible for Medicare, review *The Guide To Health Insurance For People With Medicare* available from us.



President



Secretary

COUNTERSIGNED _____

Licensed Resident Agent (Where required by law)

NEW YORK LIFE INSURANCE COMPANY
Long Term Care Administration, 98 San Jacinto Blvd. Suite 800, Austin, Texas 78701

Non-Participating

SCHEDULE OF BENEFITS

This coverage is issued at your address on the Application and is subject to the terms and conditions of the Policy. The Insured named below became covered on the Effective Date for the Benefits shown on this Schedule of Benefits.

Name Of Insured: John Doe
Policy Owner: (if other than insured) [Jane Doe]
Issue Age: Age 65
Policy Number: [ILTC XXXXXXXX]
Rate Classification: [Class 1]
Effective Date: [January 1, 1997]
Anniversary Date: [Each January 1, thereafter]
Premium Due Date: XX Day Of Each Month

Benefits	Amounts	Premium
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Policy Lifetime Maximum Benefit.....	\$182,500.00	
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Waiting Period.....	90 days	
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Nursing Home Benefit

Maximum Daily Benefit.....	\$100.00	\$1234.56
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Riders

Inflation Protection Benefit:

[Optional Automatic 5% Compounded Inflation Protection.....	\$1234.56]
[Annual 5% Coverage Increase Offer.....	0.00]

[Optional Nonforfeiture Benefit:	1234.56]
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[Spouse Paid Up Benefit	1234.56]
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[Home and Community-Based Care Rider	1234.56]
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Premium Mode

[annual]

TOTAL PREMIUM 1234.56

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GLOSSARY

Some words or phrases have special meanings when used in this Policy. These words or phrases are in *Italics* to help you recognize them where they appear. These words and phrases are either included in the Glossary or defined when they first appear in the Policy.

"You", "Your" and "Yourself" refers to the person listed on Page 2 as the Insured and may apply to the Owner if different from the named Insured.

"We", "Our" and "Us" refer only to New York Life Insurance Company.

Activities of Daily Living (ADLs) *Activities of Daily Living* means the basic functions we will use to determine your functional capacity. These are:

1. *Dressing* - Your ability to put on and take off all garments and medically necessary braces or artificial limbs usually worn and to fasten or unfasten them.
2. *Eating* - Your ability to move food from a receptacle into the body once it has been prepared and made available to you.
3. *Continence* - Your ability to voluntarily control bowel and bladder function, and to otherwise maintain a reasonable level of personal hygiene.
4. *Toileting* - Your ability to get to and from and on and off the toilet, to maintain a reasonable level of personal hygiene and to care for clothing.
5. *Transferring* - Your ability to move in and out of a chair or bed.
6. *Bathing* - Your ability to bathe yourself in the tub or shower, including getting in and out of the tub or shower; or by sponge bath.

Alternate Plan of Care *Alternate Plan of Care* means any *Plan of Care* that is mutually agreed upon by you, your *Physician* and us as an *Alternate Plan of Care*. Such plan must be a cost effective alternative to care, services or equipment otherwise covered in the Policy.

Assessment *Assessment* means an evaluation to determine or verify the degree of loss of your functional capacity or cognitive ability during the pendency of a claim..

**Assisted Care
Living Facility**

Assisted Care Living Facility means a facility that is properly licensed as an *Assisted Care Living Facility* to provide *Substantial Assistance* with the *Activities of Daily Living* or *Substantial Supervision* due to *Cognitive Impairment* to inpatients, for a daily charge which includes room and board.

If such facility is not required to be licensed to provide these services, it must meet all of the following requirements:

- Provides care and services on an ongoing basis to 10 or more inpatients;
- Provides care to each inpatient in accordance with a *Plan Of Care*; and maintains appropriate records;
- Has staff on duty which is trained to provide the required care and services 24 hours per day;
- Has procedures in place to obtain emergency assistance for its inpatients from appropriate medical personnel;
- Has appropriate methods and procedures in place for administering drugs and biologicals to its inpatients.

Benefit

Benefit means a Policy provision under which benefits may be payable, (e.g. the *Nursing Home Care Benefit*). The terms "benefit" or 'benefits', shown in regular type, refer to amounts we pay or have paid under the Policy.

Care Advisor

Care Advisor means an organization or individual designated by us, to (a) conduct any *Assessment* we request under this Policy and, (b) prepare a *Plan of Care* for our insureds. The *Care Advisor* will be a *Licensed Health Care Practitioner* whose profession and training includes experience in managing and arranging for Long-Term Care Services, or an organization that includes such health care professionals. Only a *Licensed Health Care Practitioner* will prepare a *Plan of Care*.

**Chronically Ill
Person**

Chronically Ill Person means an individual who has been certified within the preceding 12 months by a *Licensed Health Care Practitioner* as:

- Being unable to perform, without *Substantial Assistance* from another individual, at least 2 *Activities of Daily Living* due to a loss of functional capacity which is expected to last at least 90 days (not an additional waiting period); or
- Requiring *Substantial Supervision* to protect oneself or others from threats to health and safety due to *Severe Cognitive Impairment*.

**Cognitive
Impairment**

Cognitive Impairment means loss or deterioration of intellectual ability determined using standard reliable tests and clinical evidence demonstrating impairment in one or more of the following areas:

- Deductive and abstract reasoning;
- Orientation to person, place and time; and
- Short- or long-term memory.

Loss of intellectual ability can result from Alzheimer's Disease or similar forms of senility or irreversible dementia. *Cognitive Impairment* such that you require continual *Substantial Supervision* to protect yourself or others from threats to health and safety will be considered *Severe Cognitive Impairment*.

Eligible Charges

Eligible Charges means charges you incur for services for which benefits may be payable under the terms of the Policy.

Hospice

Hospice means a facility, agency or organization properly licensed as a *Hospice* in the location where the facility is located or the services are provided. If licensing as a *Hospice* is not required, the facility, agency or organization must be organized to provide palliative care, to alleviate the physical, emotional, social and spiritual discomforts of individuals who are *Terminally Ill*, and to provide supportive care to the primary caregiver and the family.

Informal Care

Informal Care means personal care you receive at home from any person who does not reside in your home, including a friend or relative, to substantially assist you in performing the *Activities of Daily Living* or to provide *Substantial Supervision* which you need for your own safety or the safety of others because of *Cognitive Impairment*.

**Licensed Health
Care Practitioner**

Licensed Health Care Practitioner means any physician as defined in section 1861(r)(1) of the Social Security Act, or any registered professional nurse, licensed social worker, or other individual who meets such requirements as may be prescribed by the Secretary of the Treasury.

Mental Illness

Mental Illness means a neurosis, psychoneurosis, psychopathy, psychosis, or mental or emotional disease or disorder.

Nursing Home

Nursing Home means a facility which is operated primarily to provide 24 hour care for *Chronically Ill Persons* which:

- is operated pursuant to law;
- is approved for payment of Medicare benefits or is qualified to receive such approval, if so requested;
- is primarily engaged in providing, in addition to room and board accommodations, Skilled Nursing Care under the supervision of a duly licensed *Physician*;
- provides continuous 24 hours a day nursing service by or under the supervision of a registered graduate professional nurse (R.N.); and
- maintains a daily medical record of each patient.

Nursing Home does not mean any of the following:

- A home, facility or part thereof used primarily for rest;
- A home or facility for the aged or for the care and treatment of drug and alcohol abuse; or
- A home or facility operated primarily for the care and treatment of *Mental Illness* or custodial or educational care.

Period of Care

Period of Care means a single period of time that consists of consecutive days and:

- Begins on the first day you are eligible for the benefits provided by this Policy and you receive any care of a type that is covered under any *Benefit* provision of this Policy; and
- Ends when you have not received any care of a type that is covered under any *Benefit* provision for a period of 180 consecutive days.

During a *Period of Care*, there may be days on which you receive care or services for which no amount is payable under this Policy due to a *Waiting Period*, limitation or exclusion, or because we have paid the maximum benefits for that kind of care.

Physician

Physician means any legally licensed practitioner of the healing arts rendering services and practicing as such within the scope of a license issued by the jurisdiction in which such person's services are rendered.

Plan of Care	<i>Plan of Care</i> means a description and schedule of services and assistance prescribed for a <i>Chronically Ill Person</i> by a <i>Licensed Health Care Practitioner</i> .
Policy Lifetime Maximum Benefit	<i>Policy Lifetime Maximum Benefit</i> means the maximum dollar amount of benefits that we will pay over your lifetime under this Policy. Except as otherwise expressly provided in this Policy, all of the benefits we pay under this Policy count toward the <i>Policy Lifetime Maximum Benefit</i> . This amount is shown on the Schedule of Benefits.
Substantial Assistance	<i>Substantial Assistance</i> means hands-on assistance and stand-by assistance. Hands-on assistance means the physical assistance of another person without which the individual would be unable to perform the <i>Activities of Daily Living</i> . Standby assistance means the presence of another person within arm's reach of the individual that is necessary to prevent, by physical intervention, injury to the individual while the individual is performing the <i>Activities of Daily Living</i> (such as being ready to catch the individual if the individual falls while getting into or out of the bathtub or shower as part of bathing, or being ready to remove food from the individual's throat if the individual chokes while eating).
Substantial Supervision	<i>Substantial Supervision</i> means continual supervision (which may include cueing by verbal prompting, gestures, or other demonstrations) by another person that is necessary to protect you when you are severely cognitively impaired from threats to his or her health or safety (such as may result from wandering).
Terminally Ill	<i>Terminally Ill</i> means that a <i>Physician</i> has estimated your life expectancy to be less than 12 months.
Waiting Period	<i>Waiting Period</i> means those days at the beginning of a <i>Period of Care</i> on which you must incur <i>Eligible Charges</i> for care covered under this Policy, before we will pay any benefits. The number of days in the <i>Waiting Period</i> is shown on the Schedule of Benefits. These days must all occur within a single <i>Period of Care</i> . Days in a <i>Period of Care</i> for which you received care or services of a kind covered both under this Policy and by <i>Medicare</i> will count toward meeting the <i>Waiting Period</i> .

ELIGIBILITY FOR BENEFITS

You will be eligible for the benefits described in this Policy when:

- You have satisfied the Benefit Eligibility provision below;
- You have met the Waiting Period; and
- You have met the Additional Provisions.

Each of these is explained below.

Benefit Eligibility

You will be eligible for the *Benefits* provided by this Policy when you:

This explains how you satisfy the Benefit Eligibility provision.

- Are unable to perform without continual *Substantial Assistance* from another individual 2 or more of the following 6 *Activities of Daily Living: Dressing, Eating, Continence, Toileting, Transferring and Bathing* due to a loss of functional capacity; or
- Have suffered a *Severe Cognitive Impairment*;

Provided that:

- You must have been certified, within the past twelve months as a *Chronically Ill Person* by a *Licensed Health Care Practitioner*; and
- You must have a *Plan of Care* which prescribes the types of care, services or supplies for which you claim benefits.
- You are able to perform an *Activity of Daily Living* if you are able to perform that activity with the aid of equipment, but without continual *Substantial Assistance* from another individual.

Meeting The Waiting Period

This explains your *Waiting Period*.

If the *Waiting Period* applies to a *Benefit* included in this Policy, you must satisfy the *Waiting Period* before we will pay any benefits under that *Benefit* provision. We will count only days on which you receive care or services covered under this Policy, and you meet all of the Policy requirements to be eligible for benefits, except that you have not yet met the *Waiting Period*. Your *Waiting Period* is shown on the Schedule of Benefits and is explained in the Glossary and here.

**Additional
Provisions**

This explains the additional requirements that apply before any benefits are payable or that apply to the benefits we pay.

No benefits will be payable under any *Benefit* if an *Exclusion* or *Limitation* described in this Policy applies.

The benefits we pay under each *Benefit* will count toward your *Policy Lifetime Maximum Benefit*, except as expressly provided in a *Benefit* provision.

The care or services for which you claim benefits must be prescribed in your *Plan of Care*.

This Policy must remain in force, except as provided for *Nursing Home* and *Assisted Care Living Facility* confinements which commence while this Policy is in force.

BENEFITS INCLUDED IN THIS POLICY

This section describes the benefits we will pay once you have met all of the requirements of the **ELIGIBILITY FOR BENEFITS** section of this Policy.

Nursing Home Care – These Benefits are available when you are confined.

Nursing Home Care Benefit

We will pay a benefit for each day you are confined in a *Nursing Home* or an *Assisted Care Living Facility*. We will pay:

This explains your coverage while you are confined in a *Nursing Home*, or *Assisted Care Living Facility*.

- The *Eligible Charges* made by the *Nursing Home* or *Assisted Care Living Facility* for that day; up to
- The *Nursing Home* Maximum Daily Benefit shown on your Schedule of Benefits;

Provided that:

- Your stay must begin while your coverage under this Policy is in force.

The *Eligible Charges* of a *Nursing Home* or *Assisted Care Living Facility* include only the daily charge to inpatients for room and board.

The *Waiting Period* applies to this Benefit.

Bed Hold Benefit

This benefit reserves your bed in the *Nursing Home* or *Assisted Care Living Facility* during a temporary leave.

Once we have begun paying benefits under the *Nursing Home Care Benefit*, we will pay a benefit for each day you incur *Eligible Charges* to assure that a place will be available for you when you return to a *Nursing Home* or *Assisted Care Living Facility* after a temporary absence. We will pay:

- The facility's normal charge to reserve your place; up to
- The *Nursing Home* Maximum Daily Benefit shown on your Schedule of Benefits; and up to
- A maximum of 30 days in any calendar year.

The *Eligible Charges* of a *Nursing Home* or *Assisted Care Living Facility* include the facility's normal charge to reserve your place during a temporary absence. *Eligible charges* do not include items of comfort such as toiletries, television rental, laundry charge, beauty and hair charges, or *Nursing Home* miscellaneous or ancillary charges beyond the daily charges for room and board, including therapy and any other items of comfort.

**Extended
Coverage Benefit**

This explains how your benefits may be extended if you are receiving benefits when this Policy lapses.

If you become confined in a *Nursing Home* or *Assisted Care Living Facility* while this Policy is in effect and you continue to be confined, without interruption, after your Policy lapses or terminates, we will extend your benefits by continuing to pay *Nursing Home Care Benefits* for such confinement while you remain so confined.

All of the provisions of this Policy will continue to apply while your coverage is being extended under this *Benefit*. In no event will we pay benefits in excess of the *Policy Lifetime Maximum Benefit*.

**Informal Caregiver
Training Benefit**

This benefit provides training for an informal caregiver to provide *Informal Care* for you at home.

We will pay the cost of training a person to provide you with *Informal Care* in your home; up to a lifetime maximum of 5 times the *Nursing Home Maximum Daily Benefit* shown on your Schedule of Benefits;

Provided that:

- The training must be prescribed in your *Plan of Care*;
- The training cannot be received while you are confined in a hospital, *Nursing Home* or *Assisted Care Living Facility* unless it is expected that you will return home where the person that is receiving the training can care for you; and
- We will not pay any benefits to train an individual who will be providing any care other than *Informal Care* for you.

You do not have to meet the *Waiting Period* to use this *Benefit*. The benefits we pay under this *Benefit* are not considered a daily benefit, and days on which any person is being trained under this *Benefit* do not count toward the *Waiting Period*.

**Hospice Care
Benefit**

This benefit provides coverage for care you receive from a *Hospice*.

If you become *Terminally Ill*, for each day you receive Care provided by a *Hospice*, we will pay:

- The *Eligible Charges* of the *Hospice*; up to
- The *Nursing Home Maximum Daily Benefit* amount.

Provided that:

- You meet all of the requirements of the ELIGIBILITY FOR BENEFITS section of the Policy.

The *Waiting Period* does not apply to this *Benefit*, and the days on which we pay benefits under this *Benefit* do not count toward satisfying the *Waiting Period*.

Alternate Plan of Care Benefit

This benefit provides for a cost effective alternate plan mutually agreed upon.

Once you have met all of the conditions of the ELIGIBILITY FOR BENEFITS section, you may request an *Alternate Plan of Care*. If we agree, we will pay benefits in accordance with the *Alternate Plan of Care*.

Examples: An *Alternate Plan of Care* may call for the use of facilities, providers or other items not otherwise covered by the Policy such as:

- Additional equipment;
- Additional home safety devices;
- Stays in other types of facilities.

The following additional terms apply under this *Benefit*.

- Except as we expressly agree in the *Alternate Plan of Care*, your rights and ours will be governed by all of the Policy terms.
- All of the benefits we agree to pay under the *Alternate Plan of Care* must be for Qualified Long-Term Care Services as defined in Internal Revenue Code Section 7702B(c).
- We may agree with you only for a set period of time (for example, one year). At the end of that period of time, the *Alternate Plan of Care* will end unless we agree with you to renew it. You may terminate an *Alternate Plan of Care* at any time, by giving us at least (15) days advance written notice of the termination.
- After an *Alternate Plan of Care* terminates we will resume paying benefits for expenses you incur in accordance with all of the Policy terms.
- *Alternate Plans of Care* are necessarily unique to each insured, and we reserve the right to decline to agree to any such request, or to any proposed term of an *Alternate Plan of Care*, but we will consider all requests for an *Alternate Plan of Care* on a non-discriminatory basis.

**Waiver of Premium
Benefit**

This benefit waives your premiums after you have satisfied the *Waiting Period* and have been receiving benefits for 90 days.

We will waive the premium payments which become due for your coverage under this Policy once we have paid benefits under the *Nursing Home Care Benefit* for 90 days, or for 90 days of services (other than for *Informal Care*) under the *Home and Community-Based Care Benefit* if a Home and Community-Based Care Rider is attached to this Policy.

We will waive the premiums which become due after you have met this requirement, and we will continue to waive these premiums so long as you receive care during that *Period of Care*. Once you no longer qualify for this *Benefit*, you must resume paying premiums in order to keep this Policy in force.

If your premium has already been paid for a period for which premiums are waived, we will refund the premiums paid for that period. We will waive or refund premiums beginning on the first day of the first month after you become entitled to a waiver, and you must start paying premiums beginning on the first day of the first month after you are no longer entitled to a waiver. This rule applies without regard to the mode of premium payment shown on the Schedule of Benefits.

EXCEPTIONS AND LIMITATIONS

This section explains the General and Specific Exclusions and Limitations that apply to all of the *Benefits* included in this Policy. We will not pay any benefits, or will reduce the benefits we pay whenever an Exclusion or Limitation applies to your claim. We will not apply any Exclusion or Limitation where not permitted by applicable law. Whenever an Exclusion or Limitation applies to eliminate or reduce our payment, only the actual amount we pay will count against the *Policy Lifetime Maximum Benefit*.

General Exclusions and Limitations

We will not pay any benefits under any *Benefit* included in this Policy for charges you incur as a result of an illness or medical condition arising out of:

- War or act of war, whether declared or undeclared;
- Suicide - sane or insane, attempted suicide, or any intentionally self-inflicted injury;
- Participation in a riot, insurrection, or felony;
- Service in the armed forces or units auxiliary thereto;
- Aviation – this exclusion applies only to non-fare-paying passengers;
- Which would not be made in the absence of this insurance;
- For a facility or agency located outside the United States and its territories;
- For any *Mental Illness*. However, we will not apply this exclusion to any charges you incur in connection with a brain disorder with demonstrable organic cause, or which are made in connection with senility, irreversible dementia, Alzheimer's disease or Parkinson's disease;
- For treatment provided in a government facility unless we are required by law to cover the charges;
- From family members (except as explicitly provided under the *Informal Care Benefit* if a Home and Community-Based Care Rider is attached);
- To the extent that benefits are payable by *Medicare* or would be payable except for the application of a deductible or coinsurance amount;

**Specific Exclusions
and Limitations**

Overall Maximum Daily Benefit	The <i>Nursing Home</i> Maximum Daily Benefit shown on the Schedule of Benefits is also the maximum amount we will pay under this Policy and any attached riders on account of all of the <i>Eligible Charges</i> you may incur on any day. This limitation applies even if benefits would be payable under more than one of the <i>Benefit</i> provisions included in this Policy and any attached riders.
Policy Lifetime Maximum Benefit	No additional benefits are payable under this Policy once we have paid benefits equal to the <i>Policy Lifetime Maximum Benefit</i> .
Chronic Illness Certification	No benefits are payable under this Policy for charges you incur on any day for which you are not certified as a <i>Chronically Ill Person</i> . You are responsible for keeping your certification current, which means you must have been certified as a <i>Chronically Ill Person</i> within the preceding 12 months.
Care Not Included in a Plan Of Care	No benefits are payable under this Policy for charges you incur for care, services or equipment unless the care, services or equipment is included in your current <i>Plan of Care</i> .

EFFECT OF OTHER COVERAGE

This section explains how other coverage you may have, including Medicare, will affect the benefits we pay under this Policy.

Effect of Medicare The benefits payable under this Policy will not duplicate any benefits provided by Medicare. When you are *eligible for Medicare*, we will pay as follows:

- For type of charges covered by this Policy and by Medicare (other than as a secondary payor), we will reduce your benefits under this Policy so that its benefits plus Medicare benefits are equal to 100% of all such charges up to the *Nursing Home* Maximum Daily Benefit shown on your Schedule of Benefits. To the extent required under Internal Revenue Code Section 7702B(b), your Medicare benefits will be treated as including amounts not reimbursable by Medicare due to the Application of a deductible or coinsurance amount.
- For types of charges covered by this Policy, but not covered by Medicare or covered by Medicare only as a secondary payor, we will pay the regular benefits due under this Policy.
- When you are *eligible for Medicare*, we will pay benefits under this Policy based on your having full Medicare coverage (Part A and Part B). We will not pay any benefits under this provision which would cause this Policy to fail to be a Qualified Long-Term Care Contract under Internal Revenue Code Section 7702B(b).

"Medicare" means the Health Insurance for the Aged Act, Title XVIII of the Social Security Amendments of 1965 as then constituted or later amended. You are *eligible for Medicare* -- Part A, if you are either enrolled in Medicare Part A, or could become enrolled by making application. You are *eligible for Medicare* -- Part B if you are either enrolled in Medicare Part B, or could have become enrolled by making application and paying any required premium, even if you currently would have to wait to enroll in or to become covered under Medicare Part B.

**Effect of No-Fault
Auto Insurance
and Workers'
Compensation
Benefits**

The benefits provided under this Policy will not duplicate *No-Fault Auto Insurance* or *Workers' Compensation Benefits*. If you receive care or services, or incur charges for which benefits may be available under any *Benefit* provision, on account of an automobile accident or occupational injury or sickness, benefits will be payable under this Policy only in excess of your *No-Fault Benefits* or *Workers' Compensation Benefits*.

"*No-Fault Benefits*" means the minimum level of personal injury benefits which applicable state law requires to be offered under automobile insurance policies and which are payable, or would be paid if claims had been made for such benefits, regardless of fault.

"*Workers' Compensation*" means benefits paid or payable under any state or federal workers' compensation, employers' liability, or occupational accident or disease law.

CLAIMS

This section explains how to make your claims under this Policy, and how they will be paid.

Notice of Claim Written Notice of Claim must be given to us at New York Life Insurance Company, Long-Term Care Administration, 98 San Jacinto Blvd., Suite 800, Austin, Texas 78701. The notice must include your name and Policy Number. The notice must be given to us within 60 days after a covered loss occurs or begins, or as soon as reasonably possible.

Claim Forms When we receive a notice of claim, we will give you forms for filing a Proof of Loss. This proof must be given to us within the time limit stated in the "Proof of Loss" provision. If we do not provide these forms to you within 15 days after we receive a notice of claim, you need not use such form if, instead, you give us written proof of the nature and extent of the loss.

Whether or not our claim form is used, Proof of Loss will also include copies of medical records from your primary *Physician(s)* and provider(s) of health care services.

Proof of Loss Proof of loss must be given to us in writing at New York Life Insurance Company, Long-Term Care Administration, 98 San Jacinto Blvd., Suite 800, Austin, Texas 78701. In case of a loss for which this Policy provides any periodic payment contingent upon continuing loss, proof of loss must be given to us within ninety (90) days after the termination of the period for which we are liable. In the case of a claim for any other loss, proof must be given to us within ninety (90) days after the date of loss. Failure to give us the proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time. However, the proof must be given as soon as reasonably possible and in no event, except in the absence of legal capacity, later than one year from the time proof is otherwise required.

Time of Payment of Claims We will pay benefits for any loss covered by this Policy only after we have received due written proof of loss. For benefits which provide periodic payment, we will pay on a monthly basis after services have been rendered. We will pay benefits for all other losses immediately upon receipt of proof of loss.

Payment of Claims While you are living all *Nursing Home* benefits will be paid to you or at your request, or when required by law, to a provider who has furnished covered services to you. Any outstanding *Nursing Home Benefits* that have not been paid at the time of your death will be paid to your estate unless otherwise required by law.

Any outstanding benefits that have not been paid at the time of your death will be paid to your estate unless otherwise required by law. At our option, we may pay any benefit of \$1,000 or less to any relative by blood or connection by marriage of the insured who is deemed by Us to be equitably entitled thereto. Any payment made by Us in good faith pursuant to this provision will fully discharge us to the extent of such payment.

Physical Examination

We have the right to examine you during any claim. We may examine you or request an independent third party to perform an *Assessment* of you when and as often as we may deem reasonable before paying any benefit. Any such examination or *Assessment* will be at our expense. You must cooperate with the examination or *Assessment*.

Legal Actions

With respect to any claim under this Policy, no legal action may be taken against us during the 60 days after receipt of the written proof of claim, or after 3 years from the date the proof of claim is required to be given.

Appealing a Claim

We will inform you in writing if a claim or any part of a claim is denied. If you believe that our claim decision is in error, we will reconsider your claim. You must send us a written letter within 30 days of our denial explaining why we should change our decision. You may authorize someone else to act for you in the appeal process.

Your letter should include the names, address and telephone numbers of all *Physicians*, care coordinators, other health care professionals or facilities where you received care, treatment, services, equipment and other items that you think we should consider in reviewing your physical or mental condition.

We will complete our review and notify you in writing within 60 days. If any benefits are due as a result of our reconsideration, they will be paid immediately.

PREMIUMS AND REINSTATEMENT

This Section explains how you will pay your premiums.

Initial Premium Rates

The initial premium rates for the Benefits included in your Policy are shown on your Schedule of Benefits.

Payment of Premiums

Payment of the initial premium will keep this Policy in effect for the initial premium payment period. This period starts at 12:01 A.M. on the Effective Date. It ends at midnight of the day before the next Premium Due Date, subject to the "Grace Period" provision. The mode, or period, of premium payment is shown on the Schedule of Benefits. The above times refer to Standard Time at the place where you then reside. Each premium, after the first, is due at the end of the period for which the preceding premium was paid.

Premiums must be paid to New York Life Insurance Company, Long-Term Care Administration, 98 San Jacinto Blvd., Suite 800, Austin, Texas 78701 or to any other address that we designate. Payment of a premium will not keep this Policy in effect beyond the period for which it is paid, except as may be otherwise provided in this Policy.

Changes in Premiums

We have the right to increase your premium rates as of any Premium Due Date on or after the [3rd - 5th] Anniversary Date of your Policy. Any increase on or after that date will only be made on a class basis, and will take effect on an Anniversary Date.

We will mail you written notice of your new premium rates at least 31 days before the Premium Due Date on which the new premium first becomes payable.

We may change your premium rates due to a change in the requirements of applicable federal law, as explained below.

Grace Period

This Policy has a 31 day grace period. This means that if a premium after the initial premium is not paid by the date it is due, it may be paid during the 31 day period following that date. During the grace period this Policy will stay in effect. You and any person(s) designated by you will receive a termination notice 30 days after the Premium Due Date. Notice will be deemed to have been given five days after the date we mail it.

Reinstatement

If a renewal premium is not paid before the end of its grace period, this Policy will terminate. If we later accept and retain a premium, without requiring an application for reinstatement, the Policy will be reinstated. If an application is required by us, we will issue a conditional receipt for the premium paid. If the application is approved, and all unpaid overdue premiums have been paid, the Policy will be reinstated as of the approval date. If it is disapproved, we will inform you in writing within 45 days after the date of the conditional receipt. If we fail to so inform you the Policy will be reinstated upon such 45th day.

The reinstated Policy will cover only loss due to an injury or illness, sustained physical or mental condition which begins after the date of reinstatement. Except for this and any new provisions added in connection with reinstatement, your rights and ours under this Policy will be the same as they were just before the Policy terminated. For purposes of this provision only, an injury or illness, physical or mental condition will be considered to have begun when advice is supplied or treatment is recommended by or received from a *Physician*.

**Third Party
Designation**

If you have made a *Third Party Designation* in your Application, we will notify you and the person that was designated 30 days after the premium due date for which premiums were not paid and allow another 30 days for that premium to be paid.

**Added Protection
Against Lapse**

If your Policy terminates because you did not pay the premium due to a *Cognitive Impairment* or a loss of 2 or more *Activities of Daily Living*, we will reinstate your Policy if you request reinstatement within 5 months of the date of termination and you meet both of the following:

- You furnish us with satisfactory proof of a *Cognitive Impairment* or a loss of 2 or more *Activities of Daily Living*, and
- You pay all the unpaid overdue premiums.

This provision applies only to the named Insured.

COVERAGE PROVISIONS

The following provisions explain when your coverage under this Policy starts, how long it continues, and when it will end.

When Coverage Begins

Your coverage begins on the Effective Date shown on the Schedule of Benefits; provided that, we must deliver the Policy and you must pay the initial premium, in full. If the initial premium is not paid in full on the Effective Date, or within 30 days after the Effective Date, the policy will be void and coverage will never become effective.

Continuation of Coverage

Your coverage will continue as long as you pay the required premiums under this Policy and do not exhaust the *Policy Lifetime Maximum Benefits*.

When Coverage Ends

Your coverage under this Policy will end when the first of the following occurs:

- The last day of the *Grace Period* for the payment of any premium;
- The day the *Policy Lifetime Maximum Benefit* is exhausted; or
- The first day of the following month after you notify New York Life in writing that you wish to terminate your coverage.

If you have paid the premium for coverage beyond this date, we will promptly refund any of the unearned premium to you.

This policy cannot be canceled, non-renewed or otherwise terminated on the grounds of age or the determination of your physical or mental health.

GENERAL PROVISIONS

The following general provisions apply to your coverage under this Policy.

- | | |
|---|---|
| Policy Ownership | The Owner is the person named as the Insured on the Policy Schedule, unless another person is named the Owner on the Application and Policy. If the Insured is not the Owner and the Owner dies before the Insured, the Insured will become the new Owner unless the Owner before death or the Insured designates another person to become the Owner. The Owner has all rights and privileges granted by Ownership of this Policy during the Insured's lifetime. |
| Misstatement of Age | If your age has been misstated, the <i>Benefits</i> included in your Policy will be those that the premium paid would have purchased at your correct age. If we would not have issued a Policy had your age been correctly stated, our liability under the Policy will be limited to a refund of the premiums paid. |
| Entire Contract and Changes | This Policy, together with your Application and any optional riders or attached documents, is the entire contract of insurance. No change in this Policy will be valid until approved by our President or Secretary. To be valid, such approval must also be endorsed on or attached to this Policy. No agent has authority to change your Policy. If we change our address or any toll-free telephone number, we will notify you. |
| Assignment | This Policy may not be assigned except pursuant to the "Payment of Claims" provision of this policy. |
| Protection Against Creditors | Payments made under this Policy are, to the extent law permits, exempt from the claims, attachments, or levies of any creditors. |
| Conformity with State and Federal Laws and Regulations | Any provision of this Policy which, on the Effective Date, is in conflict with the requirements of any federal law or regulation or any law or regulation of the state in which you reside on that date is amended to conform to the minimum requirements of such laws and regulations. |
| Tax-Qualification under Federal Laws | This Policy is intended to be a Qualified Long-Term Care Insurance Contract under Internal Revenue Code Section 7702B(b). We may amend it at any time as necessary to meet the requirements of that law, any successor law, or any applicable regulations. If this Policy may be amended in more than one way to meet the foregoing requirements, we may determine how to best do so. If any such amendment affects the risk we assumed, we may make an equitable premium adjustment. |

Incontestability

If this Policy has been in effect for less than six months we may rescind it or deny an otherwise valid claim if the Application contained a misrepresentation that is material to the acceptance of your Application.

If this Policy has been in effect for at least six months but less than two years, we may rescind it or deny an otherwise valid claim if the Application contained a misrepresentation that is both:

- Material to the acceptance of your Application; and
- Pertains to the condition for which the claim is made.

After the Policy has been in effect for two years, we may not rescind it unless you knowingly and intentionally misrepresented relevant facts relating to your health.

If this Policy is rescinded after we have paid benefits, we may not recover the payments already made.

Reimbursement

We have the right to recover any benefit payments made because of an injury to you caused by a *Third Party's* wrongful act or negligence and which you later monetarily recover from the *Third Party* or the *Third Party's* insurer only to the extent of benefits paid under the policy.

"*Third Party*" means another person or organization.

Right to Recovery

If we make payments with respect to benefits in a total amount which is, at any time, in excess of the benefits payable under the provisions of this Policy, we will have the right to recover such excess from you, or from any persons or providers to, or for, or with respect to whom, such payments were made. We may withhold future benefit payments in order to do so.



NEW YORK LIFE INSURANCE COMPANY

Long Term Care Administration
98 San Jacinto Blvd. Suite 800
Austin, Texas 78701

[LONG-TERM CARE INSURANCE POLICY] [NURSING HOME INSURANCE POLICY] INFLATION PROTECTION RIDER Annual 5% Coverage Increase Offer

This Rider attaches to and becomes part of Your Policy. Please read it carefully and attach it to your Policy. This Rider is issued based on your written request, a copy of which is attached, and payment of the initial premium in full. Future premiums for Your Policy include the premium for this Rider and are payable under the terms of the Policy.

Insured: John Doe
Issue Age: 66
Policy Number: 00000
Effective Date: April 1, 1998

Premium Mode: Annually
Premium: \$0

Approved, Effective 9-10-98

Personal Use Only - Not for Distribution

Inflation Protection Option

This tells how certain benefits can be increased with inflation.

5% Annually - 4 refusals, no further offer.

If no other Inflation Protection Option is selected then You will automatically receive this benefit with no additional underwriting or health screening required. On the first anniversary of the Policy, and on each subsequent anniversary, We will offer You the opportunity to increase Your Nursing Home Maximum Daily Benefit, the Home and Community Based Care Maximum Daily Benefit, if applicable, the Durable Medical Equipment, if applicable, the Informal Care Daily Indemnity Benefit, if applicable, as well as Your Policy Lifetime Maximum Benefit by five percent from their levels at the time that the offering is made. You will pay for the additional benefit at Your attained age. The increase offer will be considered declined unless you notify us in writing of your election to accept the increase within 31 days of the nearest anniversary of the Policy. Once You have declined the offer four times, no further offers will be made.

Signed for New York Life Insurance Company:

President

Secretary

Countersignature (Where required by law)



The Company You Keep®

NEW YORK LIFE INSURANCE COMPANY

Long Term Care Administration
98 San Jacinto Blvd. Suite 800
Austin, Texas 78701

NURSING HOME INSURANCE POLICY HOME AND COMMUNITY BASED CARE RIDER

This Rider attaches to and becomes part of Your Policy. Please read it carefully and attach it to your Policy. This Rider is issued based on your written request, a copy of which is attached, and payment of the initial premium in full. Future premiums for Your Policy include the premium for this Rider and are payable under the terms of the Policy.

HOME AND COMMUNITY BASED CARE SCHEDULE OF BENEFITS

Maximum Daily Benefit.....\$80.00

Durable Medical Equipment

Lifetime Maximum Benefit.....\$4,000.00

Informal Care Daily Indemnity Benefit.....40.00

Approved By 9-10-98

Long Term Care Department

By Koslyn S. Rhodes

Insured: [XXXX]

Premium Mode: [XXXX]

Issue Age: [XX]

Premium: \$XXXX

Policy Number: [XXXX]

Effective Date: [XXX]

DEFINITIONS

Adult Day Care

Adult Day Care means a program for six or more individuals of social and health-related services provided during the day in a community group setting for the purpose of supporting frail, impaired elderly or other adults with a disability who can benefit from care in a group setting outside the home.

Adult Day Care Center

Adult Day Care Center means a facility that provides *Adult Day Care*.

Home Health Agency

Home Health Agency means an agency or organization that is properly licensed to provide *Home Health Care Services* to *Chronically Ill Persons* in their home or residence for an hourly or daily charge. If licensing is not required to provide these services where they are received, the *Home Health Agency* must work under the direction of a *Physician* or nurse, maintain appropriate records, and be engaged on a full-time basis in providing these services.

Home Health Care Services

Home Health Care Services means services provided by a *Home Health Agency* for an hourly or daily charge in your home or residence, including a rest home, to substantially assist you with the *Activities of Daily Living* or to provide *Substantial Supervision* which you need for your own safety or the safety of others because of *Cognitive Impairment*. These services may also include related services such as assisting you with bathing, with ambulating or exercise or with self-administered medications, reporting changes in your condition or needs, completing appropriate records, or maintenance and personal care, when the primary purpose of the services is to substantially assist you with the *Activities of Daily Living* or to provide *Substantial Supervision*.

Respite Care

Respite Care means care provided to you to allow a respite to those who normally care for you at home (generally family members, friends or neighbors). Such care may include confinement in a *Nursing Home*, *Home Health Care Services*, or *Adult Day Care*.

Durable Medical Equipment

Durable Medical Equipment means a special piece of equipment, which is purchased or rented for your repeated use at your residence, which enables you to perform one or more of the *Activities of Daily Living* without continual *Substantial Assistance*.

BENEFITS INCLUDED IN THIS RIDER

This section describes the benefits we will pay once you have met all of the requirements of the **ELIGIBILITY FOR BENEFITS** section of the attached Policy.

Home and Community-Based Care -- These *Benefits* are available when you receive care or services in your home or residence, except in a *Nursing Home* or *Assisted Care Living Facility*.

Home and Community Based Care Benefit

This benefit allows You to remain at home and receive *Home Health Care Services*.

We will pay a benefit for each day that you receive services from a *Home Health Agency* or an *Adult Day Care Center*. We will pay:

- The *Eligible Charges* made by the *Home Health Agency* or *Adult Day Care Center* for the services provided on that day; up to
- The Home and Community-Based Care Maximum Daily Benefit shown on the Home and Community-Based Care Schedule of Benefits;

Provided that:

- *Eligible Charges* must begin while your coverage under this Rider is in force; and
- No benefits are payable under this *Benefit* for any day on which we pay *Nursing Home Care Benefits* or other benefits because you are confined.

The *Eligible Charges* of a *Home Health Agency* or *Adult Day Care Center* include only its normal charges for services provided to you, when you have become a *Chronically Ill Person*, to substantially assist you with the *Activities of Daily Living* or to provide *Substantial Supervision* which you need for your own safety or the safety of others because of *Cognitive Impairment*. These services may be provided by a home health aide acting within the scope of their certification or license. These *Eligible Charges* may also include the *Home Health Agency's* normal charges for related services such as assisting you with ambulating or exercise or with self-administered medications, reporting changes in your condition or needs, completing appropriate records, or maintenance and personal care, when the primary purpose of the services -- during each 4 hour period you receive services -- is to substantially assist you with the *Activities of Daily Living* or to provide *Substantial Supervision* which you need for your own safety or the safety of others.

The *Waiting Period* applies to this *Benefit*.

**Informal Care
Benefit**

This provides payment for *Informal Care* received from people such as family and friends who do not reside in your home.

We will pay a benefit for each day on which you receive *Informal Care* during a *Period of Care*. We will pay:

- The *Informal Care* daily indemnity benefit shown on Home and Community-Based Care Schedule of Benefits; up to
- A Lifetime maximum of 365 days while your coverage is in force under this Rider;

Provided that:

- No daily benefit is payable under this *Benefit* for any day for which we pay benefits under any other *Benefit* provision in this Rider or the Policy.

The *Waiting Period* does not apply to this *Benefit*, and the days on which we pay benefits under this *Benefit* does not count toward satisfying the *Waiting Period*.

We will pay these Informal Care benefits monthly.

**Durable Medical
Equipment Benefit**

This benefit provides for special equipment that You may need to perform the *Activities of Daily Living*.

We will pay the charges you incur to purchase or rent *Durable Medical Equipment*, up to the *Durable Medical Equipment Lifetime Maximum Benefit* shown on the Home and Community-Based Care Schedule of Benefits;

Provided that:

- The *Durable Medical Equipment* must be prescribed in your *Plan of Care* and be first purchased or rented after the Effective Date of the Rider;
- The *Durable Medical Equipment* must enable you to perform any of the *Activities of Daily Living* and allow you to remain in your home for an expected period of at least 90 days after the purchase or rental; and
- The *Durable Medical Equipment* must not materially increase the value of your home.

The *Waiting Period* does not apply to this *Benefit*.

Any benefits we pay under this *Benefit* will not be considered daily benefits

Special Claims Note: Proof of Loss for *Durable Medical Equipment* will include an itemized bill for the purchase or rental showing the date the equipment was received.

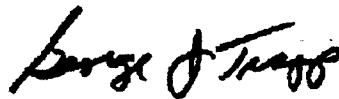
Applicability of Other Policy Provisions

All of the provisions and limitations of the attached Policy apply to the Rider and remain the same, including the Policy Lifetime Maximum Benefit and the Waiting Period.

Signed for New York Life Insurance Company:



President



Secretary

Countersignature (Where required by law)



Approved, Effective 9-10-98

NEW YORK LIFE INSURANCE COMPANY

Long Term Care Administration
98 San Jacinto Blvd. Suite 800
Austin, Texas 78701

Roslyn S. Rhodes

[NURSING HOME INSURANCE POLICY] [LONG-TERM CARE INSURANCE POLICY] POLICY CHANGE RIDER

This Rider attaches to and becomes part of your Policy. Please read it carefully and attach it to your Policy. This Rider is issued based on your written request, a copy of which is attached, and payment of the initial premium in full if shown on this rider. Future premiums for your Policy include the premium for this Rider and are payable under the terms of the Policy.

Insured: [XXXX]
Issue Age: [XX]
Policy Number: [XXXX]
Effective Date: [XXX]

Premium Mode: [XXXX]
Initial Premium: \$XXXX

It is understood and agreed that Your coverage is changed as indicated below.

As stated in the attached Coverage Change Request.

- [• The Name of the Insured is changed from Keith Alan Smith to John Frank Smith.]
- [• The Name of the Owner is changed from Keith Alan Smith to John Frank Smith.]
- [• The Address of the Insured is changed to: 99 Mandarin Street, Anytown, US 99999999
- [• The Premium Payment Mode is changed from Annually to Quarterly to Monthly.
- [• The Nursing Home Maximum Daily Benefit for the Policy is changed from \$50 to \$300.
- [• The Home and Community Based Care Maximum Daily Benefit for the Policy is changed from \$50 to \$300.
- [• Change the Policy to include a Home and Community Based Care Lifetime Maximum Benefit of from \$109,000 to \$182,500.
- [• The Lifetime Maximum Benefit for the Policy is changed from \$109,000 to \$182,500 or unlimited.
- [• The Home and Community Based Care Lifetime Maximum Benefit for the Policy is changed from \$109,000 to \$182,500 or unlimited.
- [• The Waiting Period for the Policy is changed from 20, 90, 180 days to 20, 90, 180, days.]
- [• Inflation Protection in the form of 5% Compounded for Life is added as stated in the attached Revised Schedule Page.
- [• Inflation Protection is deleted.
- [• The attached Nonforfeiture Benefit Rider is added as stated in the attached revised Schedule of Benefits.
- [• The Nonforfeiture Benefit Rider is deleted.

- [• The Home and Community Based Care Rider is added as stated in the attached revised Schedule of Benefits.
- [• The Home and Community Based Care Rider is deleted.

Signed for New York Life Insurance Company:

President

Secretary

Countersignature (Where required by law)



9-10-98

NEW YORK LIFE INSURANCE COMPANY

Long Term Care Administration
88 San Jacinto Blvd. Suite 800
Austin, Texas 78701

**[NURSING HOME INSURANCE POLICY] [LONG-TERM CARE INSURANCE POLICY]
NONFORFEITURE BENEFIT RIDER**

This Rider attaches to and becomes part of your Policy. Please read it carefully and attach it to your Policy. This Rider is issued based on your written request, a copy of which is attached, and payment of the initial premium in full. Future premiums for your Policy include the premium for this Rider and are payable under the terms of the Policy.

Insured: John Doe
Issue Age: 35
Policy Number: 123
Effective Date: 1-1-97

Premium Mode: Annual
Premium: [00]

Description: The Nonforfeiture benefit is a shortened benefit period providing paid-up long-term care insurance coverage after a policy lapses. The same benefits (amounts and frequency in effect at the time of lapse but not increased thereafter) will be payable for a qualifying claim. The total amount payable for claims incurred during your lifetime after lapse shall not exceed the *Nonforfeiture Benefit Amount* as described below.

Nonforfeiture Benefit Amount: The *Nonforfeiture Benefit Amount* equals 100 percent of the sum of all premiums paid for the base policy and any riders while your policy and this rider were in force, including the premiums paid prior to any changes in benefits, no claims paid while your policy was in a premium paying status will be deducted from the premiums paid. However, the *Nonforfeiture Benefit Amount* shall not be less than thirty (30) times the *Nursing Home Maximum Daily Benefit* at the time of lapse.

The Nonforfeiture Benefit may be used for all care and services qualifying for benefits under the terms of the Policy, up to the limits specified in your Policy. All benefits paid by New York Life while the policy is in premium paying status and in the paid up status will not exceed the *Policy Lifetime Maximum Benefit* which would have been payable if the policy had remained in premium paying status.

Nonforfeiture Benefit Commencement: The Nonforfeiture Benefit Account will begin after your Policy and this Rider have been in effect for three (3) years. If your Policy and this Rider have been in effect for less than 3 years, Nonforfeiture Benefits will not be payable.

Signed for New York Life Insurance Company:

President

Secretary

Countersignature (Where required by law)

ALTC-4006 (PA)(1296)

Long-Term Care Insurance

Application Forms
for the State of
Pennsylvania

Approved Effective 9-16-98

Pennsylvania Insurance Department

by Boslyn S Rhodes



The Company You Keep®

APPLICATION FOR LONG-TERM CARE OR NURSING HOME INSURANCE

NEW YORK LIFE INSURANCE COMPANY

LONG-TERM CARE ADMINISTRATION • 98 San Jacinto • Suite 800 • Austin, TX 78701



The Company You Keep™

To be completed by APPLICANT #1 and returned

Applicant Information

"You", "Your" and "I" refer to the Applicant. All questions must be answered. Any changes must be initialed by Applicant.

Applicant's full name and address:

First Middle Last

Street Address

City State Zip

Telephone number: _____

Social Security number: _____

Birthdate: ____/____/____

Sex: ☐ Female ☐ Male

Marital status: ☐ Married ☐ Single
☐ Widowed ☐ Divorced

Do you have children? ☐ Yes ☐ No

With whom do you live?

☐ Spouse ☐ Relative ☐ Other ☐ No one

Does your Spouse currently have LTC coverage with NYL?

☐ Yes ☐ No

If yes, what is Spouse's name: _____

Policy number: _____

Is your Spouse applying for coverage at this time?

☐ Yes ☐ No

If yes, please have Spouse complete Application #2.

Policyowner Information

Policyowner's full name and address (If different from the Applicant):

First Middle Last

Street Address

City State Zip

Featured Plans Select the plan and features you desire.

Long-Term Care Insurance Plans

Nursing Home Insurance Plan

	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Select Your Nursing Home Maximum Daily Benefit (MDB) (\$50 \$300 in \$10 increments)	\$ _____	\$ _____	\$ _____	\$ _____
Calculate Your Policy Lifetime Maximum Benefit (Nursing Home MDB x multiplier)	MDB x 1095 = \$ _____	MDB x 1825 = \$ _____	unlimited \$ unlimited	MDB x 1095 = \$ _____
Home and Community-Based Care MDB	60% of your nursing home MDB	80% of your nursing home MDB	100% of your nursing home MDB	\$0
Waiting Period	90-day	90-day	90-day	90-day
*Annual 5% Coverage Increase Offer	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
*Optional Automatic 5% Compound Inflation Protection	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Optional Nonforfeiture Benefit (providing reduced benefits after policy lapse)	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

* If you do not make a selection of either inflation protection options, the Annual 5% Coverage Increase Offer will go into effect.

The Company You Keep

ILTC-4101 (PA) (197)

APPLICATION



The Company You Keep.

To be completed by APPLICANT #1 and returned

7. Have you been medically advised or recommended for home care, adult day care, or care in a nursing home, home for the aged, or other institution? ☐ Yes ☐ No
8. Within the past five years have you been diagnosed, received treatment, taken medication or been confined to a hospital, nursing care facility or other institution for any of the following ? (Circle each condition that applies)
- a. Heart attack, high blood pressure, heart failure, heart surgery, angioplasty, stroke, chest pain, irregular heart beat or other heart condition. ☐ Yes ☐ No
- b. Cancer, tumor, Hodgkin's Disease, lymphoma, malignancy, growths ☐ Yes ☐ No
- c. Diabetes ☐ Yes ☐ No
- d. Mental, emotional or nervous disorder, depression, confusion, anxiety, alcoholism, drug addiction, fainting spells, blacking out, epilepsy, seizures, convulsions or other neurological disorder ☐ Yes ☐ No
- e. Emphysema, asthma, chronic obstructive pulmonary disease, other lung problems or breathing conditions ☐ Yes ☐ No
- f. Arthritis, osteoporosis, pain in the muscles or joints, disorders of the bones, joints or spine, fracture, hip, knee or other joint replacement, amputation or any conditions causing crippling limited motion . ☐ Yes ☐ No
- g. Paralysis, numbness, visual disturbances, balance problems, falls, tremors, skin ulcers ☐ Yes ☐ No
9. Have you been medically advised or recommended to have surgery, a diagnostic "work-up," special tests, or hospitalization? ☐ Yes ☐ No
10. Have you been treated by a health professional for any reason not previously stated? ☐ Yes ☐ No

In the space below, you **MUST** provide details for "YES" answers in any part of questions 7 through 10.

If more space is needed, please attach a separate sheet.

Question #	Reason for Treatment	Dates From/To	Name, Address, Telephone of Treating Physician

11. In the past 5 years, have you received disability or worker's compensation payments? ☐ Yes ☐ No

If yes, please explain _____

12. Do you do any of the following? (On the blank lines please explain how often)

Exercise ☐ Yes _____ ☐ No Work outside of the home ☐ Yes _____ ☐ No

Drive a vehicle ☐ Yes _____ ☐ No Do volunteer work ☐ Yes _____ ☐ No

APPLICATION



The Company You Keep®

To be completed by APPLICANT #1 and returned

Other Insurance

1. Do you have another long-term care insurance policy or certificate in force (including health care service contract, health maintenance contract)? ☐ Yes ☐ No
If yes, with which company? _____
2. Did you have another long-term care insurance policy or certificate in force during the last twelve (12) months? ☐ Yes ☐ No
 - a. If yes, with which company? _____
 - b. If that policy lapsed, when did it lapse? _____
3. Are you covered by Medicaid? ☐ Yes ☐ No
4. Do you intend to replace any of your medical or health insurance coverage with this policy? ☐ Yes ☐ No

Acknowledgments

1. I have received the "Shopper's Guide to Long-Term Care Insurance" ☐ Yes ☐ No
2. I have received the "Guide to Health Insurance for People with Medicare" ☐ Yes ☐ No, not eligible for Medicare
3. I have received the Outline of Coverage and I have reviewed the Outline of Coverage and the graphs that compare the benefits and premiums of this policy with and without inflation protection. Specifically, I have reviewed the Long-Term Care Insurance Plans, the Nursing Home Insurance Plan or the Customized Plan for which I have applied ☐ Yes ☐ No

Please circle the plan for which you have applied and sign. **X**

Signature of Applicant

Protection Against Unintended Lapse

I understand that I have the right to designate at least one person other than myself to receive notice of lapse or termination of this long-term care insurance policy for nonpayment of premium. I understand that notice will not be given until thirty (30) days after a premium is due and unpaid.

☐ I designate the following person:

☐ I elect NOT to designate any person to receive such notice.

Name (Please Print)

Address (Please Print)

X

Signature of Applicant

Date

Please fill in the full name and complete home address of the person you designate. If you elect not to designate another person please sign and date.

Effective Date

If you are making payment with this Application, and we approve it, you will become covered on the date you sign this Application. This date will be your Policy's Effective Date. If you are not making payment with this Application, we will assign the Effective Date on the 1st or 15th day of the month following the month in which we approve it. You will become covered on that date; provided we deliver your Policy, you pay the first premium in full, and you remain in good health (as we determine) until your Policy is delivered.

APPLICATION



The Company You Keep®

To be completed by APPLICANT #1 and returned

Payment Mode and Authorization for Electronic Fund Transfer

Is payment being made with this application? ☐ Yes ☐ No

If yes, what is amount of payment? _____

I wish to pay my premiums: ☐ Annually ☐ Semi-Annually ☐ Quarterly ☐ Monthly
☐ Monthly Electronic Fund Transfer ☐ Monthly "MainStay" Withdrawal

Billing address: _____

If you checked Monthly Electronic Fund Transfer above, please attach a voided check for the account you wish to use.

By checking Monthly Electronic Fund Transfer above, and signing the Application below, I request and authorize New York Life Insurance Company to make monthly withdrawals against the account specified on the attached check or any account subsequently named by me, and such bank to process these withdrawals as if I had signed them, for the purpose of collecting the premiums for any Policy issued as a result of this Application.

Agreement/Medical Authorization

The answers given are complete and true to the best of my knowledge and belief. I understand that the Company will rely on my written answers to the questions in this application and that if my answers are not complete and true, my policy may not be valid. I also understand that the agent cannot determine eligibility for or alter the terms of the proposed policy.

The undersigned Applicant and agent acknowledge that the Applicant has read or had read to him/her, the completed Application and that the Applicant realizes that any false statement or misrepresentation in the Application may result in loss of coverage under the Policy. I agree that New York Life or its representative may conduct a personal interview as part of the underwriting process. If I have made payment with this application, I agree to the terms of the Conditional Receipt I have been given and I understand that no coverage will be in effect until my application has been approved.

I hereby authorize any doctor, practitioner, hospital, medical facility, alcohol or drug facility or insurance company to provide New York Life Insurance Company, or the administrator, data and records including history, findings, diagnosis and treatment(s) you may have about my physical and mental health. New York Life may release information covered by this authorization to the administrator, its subsidiaries, its reinsurers or the medical information bureau, MIB Inc. I or an authorized representative may request a copy of this authorization. This authorization is valid for two years from the date shown below. A photocopy of this authorization shall act as the original.

CAUTION: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

CAUTION: If your answers on this Application are incorrect or untrue, New York Life Insurance Company has the right to deny benefits or rescind your policy, subject to the provisions of the Policy.

_____	_____	X
Date	Applicant's Name (Please Print)	Signature of Applicant
_____	_____	X
Date	Owner's Name, if other than Applicant (Please Print)	Signature of Owner
_____	_____	X
Date	Witness/Agent's Name (Please Print)	Signature of Witness/Agent
Agent's License No. _____		

APPLICATION FOR LONG-TERM CARE OR NURSING HOME INSURANCE

NEW YORK LIFE INSURANCE COMPANY

LONG-TERM CARE ADMINISTRATION • 98 San Jacinto • Suite 800 • Austin, TX 78701



The Company You Keep

To be completed by APPLICANT #2 and returned

Applicant Information

"You", "Your" and "I" refer to the Applicant. All questions must be answered. Any changes must be initialed by Applicant.

Applicant's full name and address:

First Middle Last

Street Address

City State Zip

Telephone number:

Social Security number:

Birthdate: / /

Sex: ☐ Female ☐ Male

Marital status: ☐ Married ☐ Single
☐ Widowed ☐ Divorced

Do you have children? ☐ Yes ☐ No

With whom do you live?

☐ Spouse ☐ Relative ☐ Other ☐ No one

Does your Spouse currently have LTC coverage with NYL?

☐ Yes ☐ No

If yes, what is Spouse's name: _____

Policy number: _____

Is your Spouse applying for coverage at this time?

☐ Yes ☐ No

If yes, please have Spouse complete Application #2.

Policyowner Information

Policyowner's full name and address (If different from the Applicant):

First Middle Last

Street Address

City State Zip

Featured Plans Select the plan and features you desire.

Long-Term Care Insurance Plans

Nursing Home Insurance Plan

	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Select Your Nursing Home Maximum Daily Benefit (MDB) (\$50 \$300 in \$10 increments)	\$ _____	\$ _____	\$ _____	\$ _____
Calculate Your Policy Lifetime Maximum Benefit (Nursing Home MDB x multiplier)	MDB x 1095 = \$ _____	MDB x 1825 = \$ _____	unlimited \$ unlimited	MDB x 1095 = \$ _____
Home and Community-Based Care MDB	60% of your nursing home MDB	80% of your nursing home MDB	100% of your nursing home MDB	\$0
Waiting Period	90-day	90-day	90-day	90-day
*Annual 5% Coverage Increase Offer	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
*Optional Automatic 5% Compound Inflation Protection	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Optional Nonforfeiture Benefit (providing reduced benefits after policy lapse)	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

APPLICATION



The Company You Keep

To be completed by APPLICANT #2 and returned

Customized Plan *(If you selected a featured plan, please proceed to the Health Statement)*

1. Nursing Home Maximum Daily Benefit (NHMDB) \$ _____
(\$50-\$300 in \$10 increments)
2. Home and Community-Based Care Maximum Daily Benefit ☐ 100% ☐ 80% ☐ 60% ☐ \$0
(as a percent of NHMDB)
3. Policy Lifetime Maximum Benefit (NHMDB x multiplier) ☐ Unlimited
☐ 1825 x NHMDB = \$ _____
☐ 1095 x NHMDB = \$ _____
4. Waiting Period ☐ 20 days ☐ 90 days ☐ 180 days
5. Inflation Protection:
 - Built-in Annual 5% Coverage Increase Offer (not included if Optional Automatic 5% Compound Inflation Protection is selected)
 - Optional Automatic 5% Compound Inflation Protection ☐ Yes ☐ No
6. Optional Nonforfeiture Benefit ☐ Yes ☐ No

Health Statement

1. Do you currently need human assistance or supervision to perform any of the following activities?
Bathing; dressing; eating; moving in/out of a bed or chair; toileting; bowel or bladder control ☐ Yes ☐ No
2. Do you use any of the following? A walker; wheelchair; oxygen; dialysis; respirator;
quad cane (4-pronged cane) or motorized cart ☐ Yes ☐ No
3. Have you ever been diagnosed or treated for any of the following medical conditions?
 - a. Alzheimer's Disease ☐ Yes ☐ No
 - b. Lou Gehrig's Disease ☐ Yes ☐ No
 - c. Chronic memory loss or senility or dementia ☐ Yes ☐ No
 - d. Multiple Sclerosis, Parkinson's Disease or Muscular Dystrophy ☐ Yes ☐ No
 - e. Multiple episodes of strokes, or Transient Ischemic Attacks (TIA) ☐ Yes ☐ No
 - f. Cirrhosis of the Liver ☐ Yes ☐ No
 - g. Acquired Immune Deficiency Syndrome (AIDS) or Human Immuno-deficiency Virus
(HIV Positive), or AIDS-Related Complex (ARC) ☐ Yes ☐ No
4. Have you had heart, back or spine surgery within the past 6 months? ☐ Yes ☐ No
5. Have you had a heart attack, stroke, or mini-stroke within the past 12 months? ☐ Yes ☐ No
6. Have you had a Transient Ischemic Attack (TIA) within the past 24 months? ☐ Yes ☐ No

If you answered yes to any part of questions 1 through 6 you will not qualify for coverage.

APPLICATION



The Company You Keep®

To be completed by APPLICANT #2 and returned

7. Have you been medically advised or recommended for home care, adult day care, or care in a nursing home, home for the aged, or other institution? ☐ Yes ☐ No
8. Within the past five years have you been diagnosed, received treatment, taken medication or been confined to a hospital, nursing care facility or other institution for any of the following? (Circle each condition that applies)
- a. Heart attack, high blood pressure, heart failure, heart surgery, angioplasty, stroke, chest pain, irregular heart beat or other heart condition ☐ Yes ☐ No
 - b. Cancer, tumor, Hodgkin's Disease, lymphoma, malignancy, growths ☐ Yes ☐ No
 - c. Diabetes ☐ Yes ☐ No
 - d. Mental, emotional or nervous disorder, depression, confusion, anxiety, alcoholism, drug addiction, fainting spells, blacking out, epilepsy, seizures, convulsions or other neurological disorder ☐ Yes ☐ No
 - e. Emphysema, asthma, chronic obstructive pulmonary disease, other lung problems or breathing conditions ☐ Yes ☐ No
 - f. Arthritis, osteoporosis, pain in the muscles or joints, disorders of the bones, joints or spine, fracture, hip, knee or other joint replacement, amputation or any conditions causing crippling limited motion . ☐ Yes ☐ No
 - g. Paralysis, numbness, visual disturbances, balance problems, falls, tremors, skin ulcers ☐ Yes ☐ No
9. Have you been medically advised or recommended to have surgery, a diagnostic "work-up," special tests, or hospitalization? ☐ Yes ☐ No
10. Have you been treated by a health professional for any reason not previously stated? ☐ Yes ☐ No

In the space below, you **MUST** provide details for "YES" answers in any part of questions 7 through 10.

If more space is needed, please attach a separate sheet.

Question #	Reason Consulted/Treatment	Dates From/To	Name, Address, Telephone of Treating Physician

11. In the past 5 years, have you received disability or worker's compensation payments? ☐ Yes ☐ No

If yes, please explain _____

12. Do you do any of the following? (On the blank lines please explain how often)

Exercise ☐ Yes _____ ☐ No Work outside of the home ☐ Yes _____ ☐ No
 Drive a vehicle ☐ Yes _____ ☐ No Do volunteer work ☐ Yes _____ ☐ No

APPLICATION



The Company You Keep®

To be completed by APPLICANT #2 and returned

Other Insurance

1. Do you have another long-term care insurance policy or certificate in force (including health care service contract, health maintenance contract)? ☐ Yes ☐ No
If yes, with which company? _____
2. Did you have another long-term care insurance policy or certificate in force during the last twelve (12) months? ☐ Yes ☐ No
 - a. If yes, with which company? _____
 - b. If that policy lapsed, when did it lapse? _____
3. Are you covered by Medicaid? ☐ Yes ☐ No
4. Do you intend to replace any of your medical or health insurance coverage with this policy? ☐ Yes ☐ No

Acknowledgments

1. I have received the "Shopper's Guide to Long-Term Care Insurance" ☐ Yes ☐ No
2. I have received the "Guide to Health Insurance for People with Medicare" ☐ Yes ☐ No, not eligible for Medicare
3. I have received the Outline of Coverage and I have reviewed the Outline of Coverage and the graphs that compare the benefits and premiums of this policy with and without inflation protection. Specifically, I have reviewed the Long-Term Care Insurance Plans, the Nursing Home Insurance Plan or the Customized Plan for which I have applied.
..... ☐ Yes ☐ No

Please circle the plan for which you have applied and sign. **X**

Signature of Applicant

Protection Against Unintended Lapse

I understand that I have the right to designate at least one person other than myself to receive notice of lapse or termination of this long-term care insurance policy for nonpayment of premium. I understand that notice will not be given until thirty (30) days after a premium is due and unpaid.

☐ I designate the following person:

☐ I elect NOT to designate any person to receive such notice.

Name (Please Print)

Address (Please Print)

X

Signature of Applicant

Date

Please fill in the full name and complete home address of the person you designate. If you elect not to designate another person please sign and date.

Effective Date

If you are making payment with this Application, and we approve it, you will become covered on the date you sign this Application. This date will be your Policy's Effective Date. If you are not making payment with this Application, we will assign the Effective Date on the 1st or 15th day of the month following the month in which we approve it. You will become covered on that date; provided we deliver your Policy, you pay the first premium in full, and you remain in good health (as we determine) until your Policy is delivered.

APPLICATION



The Company You Keep®

To be completed by APPLICANT #2 and returned

Payment Mode and Authorization for Electronic Fund Transfer

Is payment being made with this application? ☐ Yes ☐ No

If yes, what is amount of payment? _____

I wish to pay my premiums: ☐ Annually ☐ Semi-Annually ☐ Quarterly ☐ Monthly
☐ Monthly Electronic Fund Transfer ☐ Monthly "MainStay" Withdrawal

Billing address: _____

If you checked Monthly Electronic Fund Transfer above, please attach a voided check for the account you wish to use.

By checking Monthly Electronic Fund Transfer above, and signing the Application below, I request and authorize New York Life Insurance Company to make monthly withdrawals against the account specified on the attached check or any account subsequently named by me, and such bank to process these withdrawals as if I had signed them, for the purpose of collecting the premiums for any Policy issued as a result of this Application.

Agreement/Medical Authorization

The answers given are complete and true to the best of my knowledge and belief. I understand that the Company will rely on my written answers to the questions in this application and that if my answers are not complete and true, my policy may not be valid. I also understand that the agent cannot determine eligibility for or alter the terms of the proposed policy.

The undersigned Applicant and agent acknowledge that the Applicant has read or had read to him/her, the completed Application and that the Applicant realizes that any false statement or misrepresentation in the Application may result in loss of coverage under the Policy. I agree that New York Life or its representative may conduct a personal interview as part of the underwriting process. If I have made payment with this application, I agree to the terms of the Conditional Receipt I have been given and I understand that no coverage will be in effect until my application has been approved.

I hereby authorize any doctor, practitioner, hospital, medical facility, alcohol or drug facility or insurance company to provide New York Life Insurance Company, or the administrator, data and records including history, findings, diagnosis and treatment(s) you may have about my physical and mental health. New York Life may release information covered by this authorization to the administrator, its subsidiaries, its reinsurers or the medical information bureau, MIB Inc. I or an authorized representative may request a copy of this authorization. This authorization is valid for two years from the date shown below. A photocopy of this authorization shall act as the original.

CAUTION: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

CAUTION: If your answers on this Application are incorrect or untrue, New York Life Insurance Company has the right to deny benefits or rescind your policy, subject to the provisions of the Policy.

_____	_____	X
Date	Applicant's Name (Please Print)	Signature of Applicant
_____	_____	X
Date	Owner's Name, if other than Applicant (Please Print)	Signature of Owner
_____	_____	X
Date	Witness/Agent's Name (Please Print)	Signature of Witness/Agent

Agent's License No. _____